```
GFX Message Print - Message Inquiry Display Dislog Box
User: jcarden
                      Bank: Square 1 Bank
                                                     Date: 08/02/13 14:06:25
Message Status: PNRM
Seq Num: 20122490084700
                                   Related Seq Num:
Pay Method: FED Input
                                Message ID: FIRELL
Date Recvd: 09/05/2012 13:00:56
                                             Value Date: 09/05/2012
Sender: 021000021,
                              Receiver: 053112615
Amount: $30,000.00
Debit info --
     ABA:
                021000021
     Name:
                JPMORGAN CHASE BANK, NA
     Addr1:
     Addx2:
     Addr3:
     Addr4:
Credit info --
     Account: 106685
     Name:
                Crisp Media, Inc.
     Addr1:
                545 EIGHTH AVE
              STE 2000
     Addr2:
     Addr3:
              NEW YORK NY 10018
     Addr4:
Advice:
                         Dept:
                                   TTGBG.
                                                 Trancode:
Category:
                         Lanesheet:
                                                  Create Template:
Message Text:
                  XFT811
                   {1100}30P N
   Msq Disp
                   {1110}09051600FT03
   Acc Time
                   {1120}20120905L1LFBP4C00015709051600FT03
{1510}1000
  OMAD

Mag Type | 1510 | 1000

IMAD | 1520 | 20120905BlQGC07C904196

Amourit | 2000 | 000003000000

Sender DI | 3100 | 021000021JPMORGAN CHASE*

Sndr Ref | 3320 | 4475900249ES*

Revr DI | 3400 | 053112615SQUARE 1 BANK*

Bus Func | 3600 | CTR | 4200 | D105685*
   OMAD
                  CRISP MEDIA INC.*
                  545 EIGHTH AVE SUITE 2000*
                  NEW YORK NY 10018 US*
                  {4320}BPL OF 12/09/05*
{5000}D897988374*
   RPB
   ORG
                  CHARTERED INVESTMENTS INC*
                  5005 HIDALGO ST UNIT 619*
                  HOUSTON, TX 770566425*
   OBI
                  {6000}CHIMERA ENERGY CAMPAIGN*
```

Crisp	' CRISP MEDIA IN Compoliga Restro	ISERTION ORDER Omega Cyber Systems August '12 Av Cilent/Assert CONTACT INFR	varetross Compaign				
Corporate Address Actorist Executive Phonte Number Ernal Address Exe Number	545 8th America, Pt 20 New York, 39' 190128 Tyler Webster 645-835-6755 Infollopistics/Infolsofic group 112, 202,7602	Agency Chert Context Name Context Enail Context Phone Context Address Billing Context Name	DX tonn Broir erlan <u>John Seria undertroßen Ricken</u> (1371) 513-1315				
Treflie Contact	Nochoel Hynd crost-cherdischerostausen 56-24-9113 Rosafinda Clamanna 1556/Crist-cherostall-sia 212-557-1850	Riking Consect Sansii Billing Courted Phone Invoice Address CAMPALISM VEXAUX Campaign Start Date Campaign Sear Date Total Campaign Impressions Contract Nat Payment Yerne 20 Gays	7/30/2013 4/31/2012 5,250,000 \$ 100,006.00	1			
Placement Name/Service: [Add cornect   Placement   Pla	Start Date   Sed Cate	Rig-Kaper	jošcovie Web/ Apo	¢>¥	krop remarke rord	fett	
Adhosion Extendebto / Custom Adhesion -> Tap to site 920 > 50, 320 > 416 Essives: & Finance Channel	7/30/2012 8/31/2017	iOS, Android	Mabile Web	£36.00	6.250,000	5 100,000.00	
EPIn Total					\$,250,050	5 100,000.00	
Compage Set-Up Fee Production/CAArstficing						Waterd	
Catendaries Topal						\$ 250,000.60	
Nolve and/or Special testructions:							
Orner Medical Months (China serving fears bessed an actual impressions delivered, including the Medical Months (China Medical Months) (Ch	ng any additions: impressions seriors of spone the zonem A Land	pursient in this insertion order.  Client Signamic Name floris	John Brottest un für Ohnege Cyber Syste	ons, fut.			



# Appendix Exhibit AAA

## Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 5 of 157

From:

Kimberly Paul <a href="mailto:kpaul@marchex.com">kpaul@marchex.com</a>

Sent:

Thursday, July 26, 2012 8:03 PM

To:

'John Brotherton' <john.david.brotherton@gmail.com>

Cc:

Joseph Zara < izara@marchex.com>; Cody Kunning < ckunning@marchex.com>

Subject:

RE: CHMR - IO Attached

Sounds good.

Thanks!

Kim

From: John Brotherton [mailto:john.david.brotherton@gmail.com]

Sent: Thursday, July 26, 2012 3:57 PM

To: Kimberly Paul

Cc: Joseph Zara; Cody Kunning Subject: Re: CHMR - IO Attached

Kimberly,

Let's start with \$5K - but if it takes off, I will increase it.

Thanks,

John B.

On Thu, Jul 26, 2012 at 2:01 PM, Kimberly Paul < kpaul@marchex.com > wrote:

John -

Thanks for sending everything over so quickly. Cody will review the creatives and provide feedback but we will be prepped to launch on Monday. What is the daily budget for CHMR?

Kim

From: John Brotherton [mailto:john.david.brotherton@gmail.com]

**Sent:** Thursday, July 26, 2012 1:43 PM

To: Joseph Zara

**Cc:** Cody Kunning; Kimberly Paul **Subject:** Re: CHMR - IO Attached

Joe,

I have attached the executed IO as a PDF file named "CHMR IO Signed.pdf".

The mobile site for www.chimeraenergyusa.com will be up early in the morning tomorrow.

Below are the 3 text ad creatives that I would like to start with:

## CHMR - New Safe Fracking

CHMR acquires new environmentally friendly shale fracking method. New investment.

### CHMR- Replacing Fracking

Newly licensed method uses zero water and is environmentally neutral. New stock.

## **CHMR – Shale Extraction**

Company has licensed new method to safely extract shale oil. Hot investment.

Please let me know if you have any questions.

Thank you, John Brotherton

### OMEGA CYBER SYSTEMS INC

On Thu, Jul 26, 2012 at 9:48 AM, Joseph Zara < <u>jzara@marchex.com</u>> wrote: Hi John,

Hope your morning is off to a good start – attached is the IO for our CHMR Google Mobile campaign. Please sign and send back my way and I will get it approved.

Looking forward to receiving the creative for this campaign and getting it set up for you.

Talk with you soon John,

Joseph Zara | Senior Account Executive T 212.209.3326 F 212.889.8595 E jzara@marchex.com









From: John Brotherton [mailto:john.david.brotherton@gmail.com]

**Sent:** Wednesday, July 25, 2012 5:03 PM

**To:** Kimberly Paul

**Cc:** Cody Kunning; Joseph Zara **Subject:** Re: AEDC pause

Kimberly,

Yes - there is no change to Nova (it keeps going). I am adding a campaign named "CHMR" Monday and am building the mobile site now. I will send you the proposed creatives tomorrow as the site should be ready very soon.

Thank you, John Brotherton

On Wed, Jul 25, 2012 at 3:59 PM, Kimberly Paul < kpaul@marchex.com > wrote: John -

AEDC is paused. Is Nova still running through the end of the month at \$2K?

Thanks, Kim

From: John Brotherton [mailto:john.david.brotherton@gmail.com]

**Sent:** Wednesday, July 25, 2012 4:55 PM

To: Kimberly Paul; Cody Kunning

**Cc:** Joseph Zara **Subject:** AEDC pause

Kimberly / Cody (& Joe),

The AEDC Company contacted me and they are going to take a temporary advertising pause. Please stop ads for them until they take me off of hold. I will let you know as soon as the pause is over.

Please confirm that you have received this info.

Thanks, John Brotherton OMEGA CYBER SYSTEMS INC

# Appendix Exhibit BBB



## Digital Call Marketplace Insertion Order

Advertiser/Agency Information

Advertiser/Agency Name:		Omega Cyber Systems			
ddress: 6201 Winrock Blvd., Houston, TX 77057					
Contact Name/Phone Nu	mber:	John Brotherton / 337.515.8	335		
Contact Email:		John.david.brotherton@gm	ail.com		
Campaign Name:		CHMR			
		Campaign Summ	ary		
Advertising Description:	Mobile Search click bid management campaign.				
Ad Type:	Google	Mobile			
Start/End Dates:	Start Date: 7/31/12 / End Date: December 31, 2012				
Volume:	E	stimated Click Volume	Media Spend Budget		
			Open		
Pricing:	Variable price per click subject to a maximum (not to exceed) of \$4.15 cost-per-click (media spend + management fee) on average per month.				
Additional Terms:	The pricing will be based on all Google Mobile media costs incurred for the applicable month and a management fee consisting of 10% of such media costs.				
		Payment Term	s		
Method/Plan:	⊠ Cred	dit Card	-pay		
		Agreement			

advertiser campaign between the parties. By executing this Agreement, Advertiser or Agency affirms that it fully understands and accepts all applicable terms, policies and conditions of this Agreement and enters into this Agreement with Company.

Agreed and accepted this, 31 day of July 2012:

Authorized Representative for Marchex Sales, Inc.:	Authorized Representative for Advertiser/Agenc
By (Signature):	By: (Signature): ALL FON OCSI Name: JOHN PROTHERTON
Name: Brendhan Hight	Name: JOHN PROTHERTON
Title: Director	Title: AD MANOGER

Marchex Form 103 Digital Call Marketplace IO (08-25-2011)

# Appendix Exhibit CCC

## Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 11 of 157

From: Danny Nguyen <a href="mailto:dnguyen@marchex.com">dnguyen@marchex.com</a> Sent: Monday, November 12, 2012 11:20 PM

To: Heather Forest <a href="https://doi.org/10.1016/j.com">https://doi.org/10.1016/j.com</a>; Kimberly Paul <a href="https://doi.org/10.1016/j.com">https://doi.org/10.1016/j.com</a>; Kimberly Paul <a href="https://doi.org/10.1016/j.com">https://doi.org/10.1016/j.com</a>; Kimberly Paul <a href="https://doi.org/10.1016/j.com">https://doi.org/10.1016/j.com</a>; Alissa Bisman

<abisman@marchex.com>

Ce: Kimberly Francisco-Clark <a href="mailto:kclark@marchex.com">kclark@marchex.com</a>; Brian Windus <a href="mailto:kwindus@marchex.com">bwindus@marchex.com</a>

Subject: Credit Card Charge PFC Customers Declined and Approved

Hi All

These credit card has been charge successful except 562 Media, Inc. declined for PFC charges — Also, please submit credit card authorization for Armored Locksmith and Mexico Travel

Thank you--dn

Parent Name	GPID	Customer	DocNum	Date	Terms	Current	Credit card	Notes
562 Media, Inc	PC70076	562 Media, Inc. (www.MiniUStorage.com)	70076103112	10/31/2012	Net 10	5,258.00	x2009	Declined
Airtime Media	PC70286	Airtime Media - Credit Card Debt	70286103112	10/31/2012	Net 10	450.00	x2007	Approved
Aquila Capital	PC70334	Aquilia Capitai - Treatment Doctors	70334103112	10/31/2012	Net 10	3,151.00	Charge on the 20t	h of each month
Armored Locksmith	PC70433	Armored Locksmith	70433103112	10/31/2012	Net 10	150.00	Need CC	
Big Box Storage	PC70229	Big Box Storage	70229103112	10/31/2012	Net 10	32.00	x1865	Approved
BlueSEO	PC70398	BlueSEO - Personal Injury Attorney	70398103112	10/31/2012	Net 10	<b>87</b> 5.00	x0744	Approved
DAS Group	PC70230	DAS Group - Truly Nolen	70230103112	10/31/2012	Net 10	880.00	x1247	Approved
First Dental Choice	PC70397	First Dental Health - New Dental Choice	70397103112	10/31/2012	Net 10	18,598.00	x2057	Approved
Mexico Travel	PC70426	Mexico Travel Company	70426093012	09/30/2012	Net 10	390.00	Need CC	
			70426103112	10/31/2012	Net 10	285.00	Need CC	
Omega Cyber Systems	PC70404	Omega Cyber Systems - CHMR	70404083112	08/31/2012	Net 10	7,550.6 <del>9</del>	x3005	Approved
			70404093012	09/30/2012	Net 10	3,974.38	x3005	Approved
			70404103112	10/31/2012	Net 10	6,911.78	x3005	Approved
	PC70396	Omega Cyber Systems - Nova	70396083112	08/31/2012	Net 10	3,409.29	x3005	Approved
			70396093012	09/30/2012	Net 10	2,953.18	x3005	Approved
PEAS	PC70425	Product & Event Awareness Specialists (PEAS) - MS5D	70425103112	10/31/2012	Net 10	7,923.28	x1003	Approved
Walker Advertising	PC70347	Walker Advertising - 1-800-THE-LAW2	70347103112	10/31/2012	Net 10	705.62	x1009	Approved
Grand Total						63,497.22		

# Appendix Exhibit DDD

# Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 13 of 157 DUPLICATE COPY Account Ending 3-03005

ANDREW FARMER

p. 12/27

,	Account Ending 5-03005	_	p. 12
Detail (	Continued		
		Foreign Spend	Amount
10/09/12	CHEVRON KING FUELS IHOUSTON TX 7137832303 Description Price FUEL/MISCELLANEOUS \$71.26 002 UNL PLS		\$71.26
	NA TIKHONOVA d Ending 3-01033	Foreign Spend	Amount
09/10/12	EUROPEAN WAX CENTER-HOUSTON TX HEALTH & BEAUTY SPA		\$70.00
09/15/12	AMAZON PRIME 866-557-2820 NV SHIPPINGCLUB		\$85.52
09/16/12	AMAZON MKTPLACE PMTSAMZN.COM/BILL WA MERCHANDISE		\$18.95
09/16/12	AMAZON.COM AMZN.COM/BILL WA MERCHANDISE		\$43.02
09/17/12	AMAZON.COM AMZN.COM/BILL WA MERCHANDISE		\$12.74
09/17/12	AMAZON MKTPLACE PMTSAMZN.COM/BILL WA MERCHANDISE		\$23.49
09/17/12	AMAZON MKTPLACE PMTSAMZN.COM/BILL WA MERCHANDISE	<u>-</u>	\$18.95
09/17/12	AMAZON MKTPLACE PMTSAMZN.COM/BILL WA MERCHANDISE		\$13.50
09/17/12	AMAZON MKTPLACE PMTSAMZN.COM/BILL WA MERCHANDISE		\$8.78
09/18/12	CHIPOTLE 0095 0074 HOUSTON TX 713-666-9769 Description FAST FOOD REST		\$10.81
09/18/12	ORIENTAL TRADING CO 800-2280475 65299601701 770826		\$50.24
09/18/12	STARBUCKS CORP063008HOUSTON TX 800-7827282		\$1.95
09/18/12	CVS 5685 05685 HOUSTON TX DRUG STORE/PHARMACY		\$7.74
09/18/12	CHASING FIREFLIES 02SEATTLE WA 888-860-9474 Description CHILD'S/INFANT		\$115.00
09/19/12	SAKS DIRECT HRDC 068ABERDEEN MD 8003479177 Description Price FF SUNGLASSES \$199.00		\$215.42
09/19/12	STARBUCKS CORP063008HOUSTON TX 800-7827282		\$1.95
09/20/12	CENTRAL MARKET #491 HOUSTON TX 9999999999		\$300.40
09/20/12	OVERSTOCK.COM OverstSALT LAKE CITY UT overstock.com		\$183.69

# Appendix Exhibit EEE

Order Details Page 2 of 5

	-Premium

327202	07/30/2012 - 08/31/2012	Barrons - ROS 300x250	СРМ	36.50	350,000	12,7	75.00
	Third-Party: No Third Party	•					
	Revenue Tier: Tier1-Premi	um					
327198	08/02/2012 - 08/02/2012	WSJ - Front Page 300x250 Buy Out	Fixed	65,000.00	4,500,000	65,0	00.00
	Third-Party: No Third Party	,				-	
	Revenue Tier: Tier1-Premi	um					
327199	08/09/2012 - 08/09/2012	MW - Front Page 300x250 Buy Out	Fixed	40,000.00	6,500,000	40,0	00.00
	Third-Party: No Third Party	,					
	Revenue Tier: Tier1-Premi	um					
327200	08/06/2012 - 08/10/2012	MW - Industries - Energy 300x250 Buy Out	Fixed	7,948.00	93,500	7,9	948.00
	Third Party: No Third Party	·					
	Revenue Tier: Tier1-Premi	um					
327201	07/30/2012 - 08/31/2012	WSJ Digital Global Network 300x250	СРМ	0.00	630,000		0.00
	Third-Party: No Third Part	y					
	Revenue Tier: Tier1-Premi	um					

Terms and Conditions:

Terms and Conditions:

Dow Jones & Company, Inc. ("Dow Jones") and <u>SYSTERS</u> ("Advertiser"; if the party signing below is an agency, then it is deemed the "Advertiser" hereunder) hereby agree that these Standard Advertising Terms and Conditions ("Terms") apply to advertising buys on The Wall Street Journal Digital ("WSJD") media properties, including without limitation, WSJD websites and emails (the "WSJD Properties").

Total Impressions

Order Net Value

- 1. Insertion Order; WSJD Properties; Optimization. From time to time, the parties may negotiate insertion orders ("IOs") under which Dow Jones agrees to deliver, and Advertiser agrees to pay for, the services set forth in the applicable IOs, which IOs are incorporated herein by this reference (collectively, "Services"), according to rates specified on such IOs and subject to these Terms. To the extent that an IO covers multiple WSJD Properties, Dow Jones shall have the discretion to distribute impressions in whatever manner throughout such properties, unless otherwise expressly agreed in the IO. Subject to available inventory and appropriate rate adjustment, positions on an IO may be adjusted ("optimized"); provided that Advertiser's total financial obligation under an IO is not reduced ("Optimization"). Optimizations are subject to Dow Jones' prior approval, with applicable terms documented via email, and Advertiser's confirmation of acceptance via reply email, and such terms shall be binding on Advertiser and made part of the IO as though fully set forth therein.
- 2. Cancellation, Advertiser may cancel an IO by giving at least fifteen (15) days' prior written notice ("Notice Period"); provided that Advertiser shall be financially responsible for Services (e.g., impressions) delivered and scheduled to run up to and through the end of the Notice Period and any volume discounts shall be reversed and Advertiser will be invoiced based on actual volume run according to WSJD's rate card in effect when an IO was placed. Cancellation notice must be sent to the Dow Jones contact identified on the IO and will be deemed given upon Dow Jones' confirmation of receipt.
- 3. Ad Materials; Late Creative. Artwork, copy, other content, active URLs and other components of the advertisement (collectively, "Ad Materials") must comply with the criteria and specifications at http://advertising.wsj.com/online/ (or any successor URL) for the applicable WSJD Property (collectively, the "Policies"), as updated from time-to-time in Dow Jones' discretion. Ad Materials must be received at least five (5) business days prior to the scheduled start date or within the timeframe in the Policies for the applicable ad type if such timeframe is greater. If Ad Materials are not received within such timeframe, or if provided incorrectly or inconsistent with the Policies, then Advertiser is still responsible for the Services purchased pursuant to the Insertion Order. At its option, Dow Jones may run a house ad or Public Service Announcement (PSA) as a replacement until the creative is received.
- 4. Editorial Approval. All Ad Materials are subject to Dow Jones' approval. Dow Jones reserves the right, at any time and for any reason in its discretion, to reject, cancel or cease publication of any Ad Materials, space reservation, or position commitment, without any liability for the same except as provided below for makegoods.

14,664,963

200,000.00

Order Details Page 3 of 5

- 5. Ad Servers; Direct Billing of Certain Charges. Dow Jones uses third party ad servers for its ad serving and reporting functions and to track delivery of impressions, which ad servers may vary depending on the WSJD Property and are subject to change in Dow Jones' discretion, and such applicable ad server(s) shall be the official counter(s) for determining impressions delivered, invoices and payment. Advertiser's and/or its agency's proprietary or third party ad server reporting is therefore not accepted, unless Dow Jones permits tracking of delivery through Advertiser's proprietary or subcontracted third party ad server whose identity is set forth in the applicable IO (the "Permitted Ad Server"). Certain types of advertising are not permitted to be tracked by other ad servers and therefore other ad servers will not be permitted in such circumstances. Advertiser may not substitute the Permitted Ad Server specified in the IO without Dow Jones' consent. In the event a Permitted Ad Server is used, Dow Jones and Advertiser agree to give reciprocal access to relevant and non-proprietary statistics from both ad servers, or if such is not available, provide weekly placement-level activity reports to each other. If Dow Jones' ad server measurements are higher than those produced by the Permitted Ad Server by more than 10% over the invoice period, Advertiser will facilitate a reconciliation effort between WSJD's ad server and such Permitted Ad Server. If the discrepancy cannot be resolved and Advertiser has made a good faith effort to facilitate the reconciliation effort, any discrepancy over 10% will be considered a underdelivery and subject to the Make Good.
- 6. Makegoods. If actual inventory delivered with respect to a particular advertisement placement falls below guaranteed levels on an IO according to Dow Jones' applicable ad server counts, and/or if there is an omission of any advertisement (placement or creative unit), Advertiser and Dow Jones will make an effort to agree upon the conditions of a makegood at the time of shortfall. If no makegood can be agreed upon, Advertiser may execute a credit equal to the value of the underdelivered portion of an IO for which it was invoiced. In the event Advertiser made a cash pre-payment to Dow Jones specifically for an IO for which under-delivery applies, then if Advertiser is current on all amounts owed to Dow Jones under any other advertising agreement, Advertiser may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of an IO. Makegoods are not available under an IO (a) when under-delivery or omission of an advertisement is attributable to Advertiser's (i) delayed, incorrect or incompatible Ad Materials or (ii) fallure to follow applicable Policles, (b) for fallure to deliver impressions according to any specific daily or weekly distribution, (c) for impressions marked on an IO as "estimated" or "not guaranteed", (d) for sponsorship, exclusive or similar placements, (e) for preemptive placements and/or impressions; or (f) when delivery of 90% or more of the impressions under the IO has occurred. This section sets forth the sole and exclusive remedy for any failure of Dow Jones to fulfill its obligations under an IO.
- 7. Payment Terms; Direct Payment of Certain Charges; Taxes. If Dow Jones approves credit, Advertiser will be invoiced at the end of each month for Services (e.g., impressions) delivered during such month under an IO and payment shall be made to Dow Jones within fifteen (15) days from the date of Invoice ("Due Date"). Certain charges from ad servers must be paid directly by the Advertiser (e.g., Rich Media charges). If Advertiser fails to make timely payment, Advertiser will be responsible for all reasonable expenses (including reasonable attorneys' fees and court costs) incurred by Dow Jones in collecting such amounts along with interest at the then current prime rate on such unpaid payment. Dow Jones reserves the right to suspend credit and/or performance of its obligations if Advertiser fails to make timely payment. Fees on an IO are exclusive of all taxes. Advertiser shall be responsible for payment of all taxes, duties and similar charges assessed in connection with the Services or on any payments made by Advertiser hereunder, excluding taxes on Dow Jones' net income. If agency is the Advertiser placing an IO for the benefit of its client, then agency is responsible for all payments hereunder regardless of whether it has received payment from its client, however Dow Jones reserves the right to hold agency and its client jointly and severally liable for all payments.
- 8. Data Collection Policy. To the extent that Advertiser needs to drop cookies on subscribers' and/or users' computers or use pixels, web beacons or other data collecting technology (the "Data Collecting Technology") for the purpose of displaying or providing advertising on one or more WSJD Properties and tracking Impressions and related data with respect thereto (collectively, the "Approved Purpose"), it shall notify Dow Jones of such need in advance and provide all information requested by Dow Jones regarding such Data Collecting Technology as well as comply with any of Dow Jones policies regarding such Data Collecting Technology. If Dow Jones authorizes Advertiser to use Data Collecting Technology, Advertiser agrees to use such Data Collecting Technology and all data collected there from solely in the manner disclosed to Dow Jones and only for the Approved Purpose. All data collected by Advertiser through such Data Collecting Technology will be confidential information owned by Dow Jones and will not be disclosed by Advertiser to any third party without the consent of Dow Jones in advance. In no event shall such Data Collecting Technology or the data collected there from be used by Advertiser for the purpose of tracking or targeting subscribers or users when they leave the WSJD Properties or be combined with information collected from other sources, except as otherwise expressly authorized by Dow Jones. Advertiser shall ensure it complies with the applicable Dow Jones privacy policy or policies with respect to such Data Collecting Technology and all applicable laws and regulations and that all such data will be deleted from its servers upon termination or expiration of the relationship between Dow Jones and Advertiser.
- 9. Ad Verification Services. Advertiser must notify Dow Jones in advance of its intention to use ad verification services (e.g., DoubleVerify, AdSafe) (the "Ad Verification Services") in connection with the placement of advertising on The Wall Street Journal Digital Network ("WSJDN") and the types of tracking/crawling technologies being used in connection with such Ad Verification Services. Dow Jones may approve or reject in its sole discretion the use of Ad Verification Services on WSJDN generally or the use of a specific vendor. If Dow Jones approves the use of an Ad Verification Service, Advertiser will provide reports from the Ad Verification Service to Dow Jones twice per week to enable the parties to discuss any issues raised by such reports on an immediate basis. Such reports should identify specific delivery problems, associated sites and number of Impressions in question. Dow Jones is under no obligation to adjust its billing or provide make-goods or credits as a result of reports. However, Dow Jones will consider in good faith any issues raised by such reports, including optimization issues and other errors.
- 10. Warranties; Indemnity. Advertiser hereby represents and warrants to Dow Jones that Advertiser has the right (and

Order Details Page 4 of 5

therefore Dow Jones will have the right) to publish the Ad Materials in the form delivered and manner published without infringing or violating the rights of any third party or violation of any law, rule or regulation. Advertiser agrees, at its own expense, to indemnify, defend and hold harmless Dow Jones, its parents, subsidiaries, affiliates and their respective employees, officers, directors, representatives, and agents, against any and all claims, demands, suits, actions, proceedings, damages, liabilities, costs, expenses and losses of any kind (including reasonable attorneys' fees and costs) arising out of or related to (a) the publication of any advertisement hereunder, (b) the Ad Materials or any matter or thing contained in any advertisement, and/or (c) any material of Advertiser to which users can link through any advertisement, including, without limitation, in all such cases claims of trademark or copyright infringement, libed, defamation, breach of confidentiality, privacy or data protection violation, false, deceptive or misleading advertising or sales practices. If agency is the Advertiser placing one or more IOs for the benefit of its client, then client and agency shall each be considered the Advertiser for purposes of this section, and agency, by signing below, represents and warrants that it has the authority, as agent, to bind its client to these Terms and any IOs. DOW JONES MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE WSJD PROPERTIES OR SERVICES TO BE DELIVERED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXRESS OR IMPLIED, NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED ON AN AS IS BASIS WITHOUT GUARANTEE.

- 11. Limitation of Liability. DOW JONES SHALL NOT BE LIABLE TO ADVERTISER, ITS AGENCY OR ANY THIRD PARTY UNDER OR IN RELATION TO THESE TERMS OR ANY IO FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE, UNDER ANY THEORY OF LAW OR EQUITY, AND WHETHER OR NOT DOW JONES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DOW JONES'S LIABILITY UNDER OR IN RELATION TO THESE TERMS OR ANY IO EXCEED THE FEES ACTUALLY PAID TO DOW JONES FOR THE ADVERTISEMENT GIVING RISE TO SUCH LIABILITY.
- 12. Miscellaneous. Dow Jones shall not be liable to Advertiser or its agency for delay or default in the performance of or completion of Services under an IO or these Terms, if caused by conditions beyond its control, including but not limited to, any act of God, governmental authority, or war, terrorist act, riot, labor stoppage or slowdown, fire, flood, severe weather, earthquake, accident, telecommunications or network failures, failure of the Internet, or electrical outages. These Terms. together with each IO, shall be governed and construed in accordance with the laws of the state of New York, without regard to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in New York, New York with respect to any legal proceeding arising out of these Terms or an IO, waiving all defenses with respect to jurisdiction, forum and venue. These Terms and each IO are the complete and exclusive agreement between the parties with respect to the subject matter and supersede any prior or contemporaneous agreements, negotiations and communications, whether written or oral, between the parties regarding such subject matter. The Terms and each IO (except in the case of Optimizations) may only be modified, or any rights under it waived, by a written document executed by both parties. Dow Jones will not be bound by any terms or conditions, printed or otherwise, appearing on any purchase order, copy instructions, contract or other documents submitted by Advertiser, or expressed orally. To the extent of any conflict, these Terms shall prevail over an IO and Policies. These Terms and each IO are specifically between and for the benefit of Dow Jones and Advertiser, and no other person or entity whatsoever Advertiser shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of these Terms or an IO as a third party beneficiary or otherwise. All obligations and liabilities which by their nature are intended to survive shall survive termination or expiration of these Terms and each IO for any reason. Each IO and Terms may be executed in multiple counterparts and by facsimile, each of which, when so executed, shall be deemed to be an original copy hereof, and all such counterparts together shall constitute one single agreement.

Order Details Page 5 of 5

Date: JULY 24, 2012

Billing Profile: Bill on Actual - DFP

Signature: JA POR ONEGA CYARA SYSTEMS INC. Date: 7-24-20/2

Signature: Jay Williale Date: 7/26/12

Sales Rep: Schuyler Williams



# Chimera Energy 2012 Screenshots

WSJD Screenshots 7.30.12

THE WALL STREET JOURNAL Market Vatch BARRON'S 10 All Things Digital.









Fed Meeting, Jobs Silver of Data Highlight Optimism Over Week in Markets Euro-Zone Crisis

Market Watch BARRON'S D All Things Digital.

Listing for the Superrich

THE WALL STREET JOURNAL.

SEC-DOW JONES-E-0000009

Digital Network



# Appendix<br/>Exhibit FFF

# This Document is Available in Native Format

Filename: CHMR Time and Sales Data.xlsx

Folder: R:\1216\_11436\Data CD\Data CD\2d\

Author: Tim DiBlasi

Modified Thursday, December 6, 2012

Date:

Accessed Thursday, December 6, 2012

Date:

Created Date: Wednesday, November 28, 2012

## Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 26 of 157

CHMR Tim	e and Sales	Data												
Seq	User	Acct #	Type	Date '	Time	Action	Sol/Unsol	Quantity	Security Type	Security	Price	Contra	Gross	Comm
10	SC10	77664620	1	5/31/2012	16:07:07	Sold	UNSOLICITED	2,500	CS	CHMR	\$0.98750	VNDM	\$2,468.75	
35	SC09	20864209	1	6/29/2012	16:00:34	Sold	UNSOLICITED	7,000	CS	CHMR	\$0.98500	VFIN	\$6,895.00	
35	SC09	20864209	1	7/6/2012	16:00:27	Sold	UNSOLICITED	1,750	CS	CHMR	\$1.18200	VFIN	\$2,068.50	
1	SC10	78144308	1	7/30/2012	16:01:37	Sold	UNSOLICITED	9,050	ಜ	CHMR	\$1.04197	VNDM	\$9,429.83	\$424.34
1	SC09	78144308	1	7/31/2012	16:01:27	Sold	UNSOLICITED	139,366	CS	CHMR	\$1.28636	VNDM	\$179,274.85	\$8,067.37
5	SC09	78144308	1	8/1/2012	16:01:59	Sold	UNSOLICITED	111,152	cs	CHMR	\$1.41161	VNDM	\$156,903.27	\$7,060.65
30	SC09	78144308	1	8/2/2012	16:01:38	Sold	UNSOLICITED	183,672	CS	CHMR	\$1.38884	VNDM	\$255,091.02	\$11,479.10
2	SC09	78144308	1	8/3/2012	16:03:48	Sold	UNSOLICITED	79,878	cs	CHMR	\$1.43340	VNDM	\$114,497.13	\$5,152.37
9	SC09	78144308	1	8/6/2012	15:59:18	Sold	UNSOLICITED	96,062	CS	CHMR	\$1.39770	VFIN	\$134,265.86	\$6,041.96
9	SC10	78144308	1	8/7/2012	16:01:20	Sold	UNSOLICITED	98,913	ප	CHMR	\$1.41407	VNDM	\$139,869.91	\$6,294.15
3	SC10	78144308	1	8/8/2012	16:00:49	Sold	UNSOLICITED	66,140	CS	CHMR	\$1.44086	VNDM	\$95,298.48	\$4,288.43
63	SC10	78144308	1	8/9/2012	16:01:06	Sold	UNSOLICITED	210,925	CS	CHMR	\$1.84300	VFIN	\$388,734.78	\$17,493.06
7	SC10	78144308	1	8/9/2012	16:03:13	Sold	UNSOLICITED	166,371	CS	CHMR	\$1.72694	VNDM	\$287,312.73	\$12,929.07
65	SC10	78144308	1	8/10/2012	16:00:30	Sold	UNSOLICITED	342,358	CS	CHMR	\$1.81511	VNDM	\$621,417.43	\$27,963.78
10	SC09	78144308	1	8/14/2012	16:00:58	Sold	UNSOLICITED	284,090	CS	CHMR	\$1.13350	VFIN	\$322,016.02	\$14,490.72
14	SC09	78144308	1	8/15/2012	15:56:47	Sold	UNSOLICITED	24,500	CS	CHMR	\$1.14000	VFIN	\$27,930.00	\$1,256.85
20	SC10	78144308	1	8/17/2012	16:01:16	Sold	UNSOLICITED	200,000	CS	CHMR	\$0.43030	VFIN	\$86,060.00	\$3,872.70
33	SC09	78144308	1	8/20/2012	16:02:15	Sold	UNSOLICITED	353,520	CS	CHMR	\$0.33490	VFIN	\$118,393.85	\$5,327.72
44	SC10	78144308	1	8/21/2012	15:44:32	Sold	UNSOLICITED	35,100	CS	CHMR	\$0.55000	VFIN	\$19,305.00	\$868.73
11	SC10	78144308	1	8/22/2012	16:09:13	Sold	UNSOLICITED	307,297	CS	CHMR	\$0.68690	BKRT	\$211,082.31	\$9,498.70
1	SCO9	78144308	1	8/23/2012	11:41:26	Sold	UNSOLICITED	91,606	ප	CHMR	\$0.63040	BKRT	\$57,748.42	\$2,598.68
20	SC10	20864209	1	8/23/2012	16:01:26	Sold	UNSOLICITED	37,500	ය	CHMR	\$0.63040	BKRT	\$23,640.00	\$1,063.80
23	SC09	20864209	1	8/24/2012	16:27:47	Sold	UNSOLICITED	617,500	cs	CHMR	\$0.68154	VNDM	\$420,850.95	\$18,938.29
9	SC09	20864209	1	8/27/2012	16:06:44	Sold	UNSOLICITED	231,027	CS	CHMR	\$0.55270	BKRT	\$127,688.62	\$5,745.99
11	SC10	20864209	1	8/28/2012	16:00:09	Sold	UNSOLICITED	143,841	CS	CHMR	\$0.45520	VFIN	\$65,476.42	\$2,946.44
33	SC09	20864209	1	8/29/2012	15:53:19	Sold	UNSOLICITED	70,000	cs	CHMR	\$0.44660	VFIN	\$31,262.00	\$1,406.79
31	SC10	20864209	1	8/31/2012	16:00:25	Sold	UNSOLICITED	6,000	cs	CHMR	\$0.56100	VFIN	\$3,366.00	\$151.47
8	SC09	20864209	1	9/27/2012	16:06:52	Sold	UNSOLICITED	33,704	CS	CHMR	\$0.33548	VNDM	\$11,307.02	\$508.82

# Appendix Exhibit GGG



Process Date:	August 8, 2012				
Alpine Account Number:	<b>WAN</b> -4308				
Amount of Transfer:	\$675,000				
Recipient Bank Information					
Bank ABA Number:	121000248				
Bank Name:	Wells Fargo Bank NA				
Bank City and State:	Las Vegas, NV				
SWIFT Number (Foreign Wires Only):					
Country (Foreign Wires Only):					
Beneficiary Information					
Customer's Name:	TransAmerica Trading Inc.				
Customer's Bank Account Number:	<b>Patan</b> 3283				
Customer's Address (Optional):					
For Further Credit To					
Name:					
Account Number:					
I agree to hold all parties acting on this request, including the introducing broker and Alpine Securities, and their respective agents and employees (hereinafter, collectively, "the parties") hamless from any and all claims, demands, proceedings, suits and actions and all liabilities, losses, and expenses including without limitation those asserted by me, associated with actions taken by the parties due to instructions received from me in this request.  Customer Signature:  Customer Signature:					
Notary Signature: Notary Seal (Required for all 3 <sup>rd</sup> -Party transactions)					
Internal Use Only – Registered Principal Approval					
Print Nar	me Title				
Signatur	re Date				



Process Date:	August 15, 2012
Alpine Account Number:	
Amount of Transfer:	\$1,500,000
Recipient Bank Information	
Bank ABA Number:	121000248
Bank Name:	Wells Fargo Bank NA
Bank City and State:	Las Vegas, NV
SWIFT Number (Foreign Wires Only):	·
Country (Foreign Wires Only):	
Beneficiary Information	
Customer's Name:	TransAmerica Trading Inc.
Customer's Bank Account Number:	<b>hadud</b> 3283
Customer's Address (Optional):	
For Further Credit To	
Name:	
Account Number:	
respective agents and employees (he proceedings, suits and actions and all associated with actions taken by the pa	this request, including the introducing broker and Alpine Securities, and their einafter, collectively, "the parties") hamless from any and all claims, demands, labilities, losses, and expenses including without limitation those asserted by me, ties due to instructions received from me in this request.
Customer Signature:	
Notary Signature: Notary Seal (Required for all 3 <sup>rd</sup> -Party transactions)	
Inter	nal Use Only – Registered Principal Approval
Print Na	ne Title
i ilitiya	1 IUC
Signatu	e Date



Process Date:	August 23, 2012			
Alpine Account Number:				
Amount of Transfer:	\$600,000			
Recipient Bank Information	<del>-</del>			
Bank ABA Number:	121000248			
Bank Name:	Wells Fargo Bank NA			
Bank City and State:	Las Vegas, NV			
SWIFT Number (Foreign Wires Only):				
Country (Foreign Wires Only):				
Beneficiary Information				
Customer's Name:	TransAmerica Trading Inc.			
Customer's Bank Account Number:	3283			
Customer's Address (Optional):				
For Further Credit To				
Name:				
Account Number:				
I agree to hold all parties acting on this request, including the introducing broker and Alpine Securities, and their respective agents and employees (hereinafter, collectively, "the parties") hamless from any and all claims, demands, proceedings, suits and actions and all liabilities, losses, and expenses including without limitation those asserted by me, associated with actions taken by the parties due to instructions received from me in this request.  Customer Signature:  Customer Signature:  Notary Signature:				
Notary Seal (Required for all 3 <sup>rd</sup> -Party transactions)				
, ,				
Interi	nal Use Only – Registered Principal Approval			
Print Nar	ne Title			
Signatur	re Date			



Process Date:	August 29, 2012					
Alpine Account Number:						
Amount of Transfer:	\$275,000					
Recipient Bank Information	- 10 in					
Bank ABA Number:	121000248					
Bank Name:	Wells Fargo Bank NA					
Bank City and State:	Las Vegas, NV					
SWIFT Number (Foreign Wires Only):						
Country (Foreign Wires Only):						
Beneficiary Information						
Customer's Name:	TransAmerica Trading Inc.					
Customer's Bank Account Number:	3283					
Customer's Address (Optional):						
For Further Credit To						
Name:						
Account Number:						
respective agents and employees (hereinafte proceedings, suits and actions and all liabilities	equest, including the introducing broker and Alpine Securities, and their er, collectively, "the parties") harmless from any and all claims, demands, es, losses, and expenses including without limitation those asserted by me, ue to instructions received from me in this request.					
Notary Signature: Notary Seal (Required for all 3 <sup>rd</sup> -Party transactions)						
Internal Us	e Only – Registered Principal Approval					
Print Name	Title					
Signature	Date					

# Appendix Exhibit HHH

Г	A	В	С	a	E	F	G	Н	]	J	K	L	M	N	0	P
1	Seq	User	Account	Type	Date	Time	Action				Security	PutOrCall	MaturityDate	StrikePrice	Price	Contra
2	6	ME15	2TC05699	1	9/12/2012	16:04:31		12,000	OBB	CS	CHMR					FANC
3	1	ME15	2TC05699	1	9/26/2012	16:02:00	Sold	225,000	OBB	CS	CHMR				0.335	FANC
4	0	ME15	2TC05699	1	10/24/2012	10:47:05	Sold	313,750		CS	CHMR			l	0.187533022	NITE
5	0	ME15	2TC05699	1	11/8/2012	14:14:48		300,000		cs	CHMR				0.063980933	
6	0	ME15	2TC05699	1	11/9/2012	9:40:21	Sold	333,475		cs	CHMR	l		<u> </u>	0.040953219	NITE
7	0	ME15	2TC05699	1	11/12/2012	9:58:10	Sold	400,463		CS	CHMR				0.040624277	NITE
8	Ō	ME15	2TC05699	1	11/13/2012	12:13:32	Sold	184,500		cs	CHMR				0.040409214	
9	1	ME15	2TC05699	1	11/14/2012	9:44:22	Sold	4,850	NAP	CS	CHMR			I	0.035	NITE
10	1	ME15	2TC05699	1	11/14/2012	9:52:51	Sold	4,999	NAP	cs	CHMR				0.035	NITE
11	1	ME15	2TC05699	1	11/14/2012	9:53:00	Sold	857	NAP	cs	CHMR			1	0.035	NITE
12	1	ME15	2TC05699	1	11/14/2012	10:24:39	Sold	2,800	NAP	cs	CHMR			1	0.035	NITE
13	1	ME15	2TC05699	1	11/14/2012	11:00:14	Sold	500	NAP	CS	CHMR				0.035	NITE
14	1	ME15	2TC05699	1	11/14/2012	11:21:06	Sold	26,000	NAP	CS	CHMR				0.035	NITE
15	1	ME15	2TC05699	1	11/14/2012	11:21:06	Sold	5,000	NAP	cs	CHMR				0.035	
16	1	ME15	2TC05699	1	11/14/2012	11:31:59	Sold	2,200	NAP	cs	CHMR				0.035	NITE
17	1	ME15	2TC05699	1	11/14/2012			4,950		cs	CHMR				0.035	
18	1	ME15	2TC05699	1	11/14/2012	14:31:15	Sold	1,250	NAP	cs	CHMR	l		1	0.035	NITE
19	1	ME15	2TC05699	1	11/14/2012	14:31:15	Sold	3,000	NAP	CS	CHMR				0.035	NITE
20	1	ME15	2TC05699	1	11/14/2012	15:58:56	Sold	10,000	NAP	cs	CHMR		T		0.035	
21	1	ME15	2TC05699	1	11/15/2012	12:55:35	Sold	3,352	NAP	CS	CHMR	·			0.035	NITE

SEC-MERRIMAC-E-0000064

	Q	R
1	Comm	OrderID
2	386.1	ME156SJ93009122012
3	1527.75	ME151WD60709262012
4	2648	COMB1024201215474659
5	862.65	COMB11820121611790
6	615	COMB1192012153017183
7	732	COMB1112201214361689
8	335.35	COMB1113201215544886
9		ME151AP11711142012
10		ME151AP11711142012
11		ME151AP11711142012
12		ME151AP11711142012
13		ME151AP11711142012
14		ME151AP11711142012
15		ME151AP11711142012
16		ME151AP11711142012
17		ME151AP11711142012
18		ME151AP11711142012
19	Ι	ME151AP11711142012
20	104.5895	ME151AP11711142012
21	50	ME151SZ6311152012

SEC-MERRIMAC-E-0000065

# Appendix Exhibit III

# This Document is Available in Native Format

Filename: CHMR.XLS

Folder: R:\1216\_17181\

Modified Monday, November 11, 2013

Date:

Accessed Tuesday, November 12, 2013

Date:

Created Date: Monday, November 11, 2013

Action	Qty	Symbol	Price	Total	Markup/ Markdown	Account	Company/ Executed
					0.0500		CHIMERA ENERGY CORP Wed Jun 20
S	5000	CHMR	\$0.50	\$2,500.00	\$250.00	LT5-028320 OAK RESOURCES INC	12:52:57 2012 EST
					0.0250		CHIMERA ENERGY CORP Wed Jul 18
S	7500	CHMR	\$0.53	\$3,937.50	\$187.50	LT5-028320 OAK RESOURCES INC	15:51:50 2012 EST
					0.0320	D.	CHIMERA ENERGY CORP
S	7500	CHMR	\$0.62	\$4,635.00	\$240.00	LT5-028320 OAK RESOURCES INC	Tue Jul 24 11:46:57 2012 EST
				0	0.0370	V,	CHIMERA ENERGY CORP Wed Jul 25
S	4000	CHMR	\$0.66	\$2,652.00	\$148.00	LT5-028320 OAK RESOURCES INC	13:10:14 2012 EST
					0.0500		CHIMERA ENERGY CORP Mon Jul 30
S	2000	CHMR	\$0.95	\$1,900.00	\$100.00	LT5-028320 OAK RESOURCES INC	10:51:39 2012 EST
					0.0500		CHIMERA ENERGY CORP Mon Jul 30
S	10000	CHMR	\$0.95	\$9,500.00	\$500.00	LT5-028320 OAK RESOURCES INC	12:18:26 2012 EST
					0.0500		CHIMERA ENERGY CORP Mon Jul 30
S	5500	CHMR	\$1.00	\$5,500.00	\$275.00	LT5-028320 OAK RESOURCES INC	15:58:44 2012 EST
					0.0600		CHIMERA ENERGY CORP Tue Jul 31
S	14000	CHMR	\$1.14	\$15,960.00	\$840.00	LT5-028320 OAK RESOURCES INC	10:32:24 2012 EST
					0.0600		CHIMERA ENERGY CORP Tue Jul 31
S	5000	CHMR	\$1.19	\$5,950.00	\$300.00	LT5-028320 OAK RESOURCES INC	10:45:16 2012 EST
					0.0600		CHIMERA ENERGY CORP Tue Jul 31
S	5000	CHMR	\$1.21	\$6,050.00	\$300.00	LT5-028320 OAK RESOURCES INC	10:50:52 2012 EST
					0.0600		CHIMERA ENERGY CORP

Action	Qty	Symbol	Price	Total	Markup/ Markdown	Account	Company/ Executed
S	5000	CHMR	\$1.23	\$6,150.00	\$300.00	LT5-028320 OAK RESOURCES INC	Tue Jul 31 11:11:38 2012 EST
					0.0600		CHIMERA ENERGY CORP Tue Jul 31
S	5000	CHMR	\$1.25	\$6,250.00	\$300.00	LT5-028320 OAK RESOURCES INC	11;14:37 2012 EST
					0.0600		CHIMERA ENERGY CORP Tue Jul 31
S	4000	CHMR	\$1.27	\$5,080.00	\$240.00	LT5-028320 OAK RESOURCES INC	11:38:37 2012 EST
					0.0600		CHIMERA ENERGY CORP
S	7500	CHMR	\$1.29	\$9,675.00	\$450.00	LT5-028320 OAK RESOURCES INC	Tue Jul 31 13:42:11 2012 EST CHIMERA
					0.0600		ENERGY CORP Tue Jul 31
S	5000	CHMR	\$1.33	\$6,650.00	\$300.00	LT5-028320 OAK RESOURCES INC	14:35:53 2012 EST
					0.0700		CHIMERA ENERGY CORP Wed Aug 1
S	5000	CHMR	\$1.33	\$6,650.00	\$350.00	LT5-028320 OAK RESOURCES INC	10:25:57 2012 EST
					0.0700		CHIMERA ENERGY CORP Wed Aug 1
S	5000	CHMR	\$1.35	\$6,750.00	\$350.00	LT5-028320 OAK RESOURCES INC	11:15:18 2012 EST
					0.0600		CHIMERA ENERGY CORP Thu Aug 2
S	2500	CHMR	\$1.31	\$3,275.00	\$150.00	LT5-028320 OAK RESOURCES INC	09:57:39 2012 EST
					0.0700		CHIMERA ENERGY CORP
S	6800	CHMR	\$1.33	\$9,044.00	\$476.00	LT5-028320 OAK RESOURCES INC	Thu Aug 2 14:27:32 2012 EST
	3.53				0.0700		CHIMERA ENERGY CORP
S	5000	CHMR	\$1.34	\$6,700.00	\$350.00	LT5-028320 OAK RESOURCES INC	Fri Aug 3 09:46:05 2012 EST
					0.0700		CHIMERA ENERGY CORP
S	12000	CHMR	\$1.37	\$16,440.00	\$840.00	LT5-028320 OAK RESOURCES INC	Fri Aug 3 11:21:44 2012 EST

Action	Qty	Symbol	Price	Total	Markup/ Markdown	Account	Company/ Executed
					0.0700		CHIMERA ENERGY CORP Fri Aug 3
S	4000	CHMR	\$1.38	\$5,520.00	\$280.00	LT5-028320 OAK RESOURCES INC	16:02:02 2012 EST
					0.0700		CHIMERA ENERGY
S	5000	CHMR	\$1.36	\$6,800.00	\$350.00	LT5-028320 OAK RESOURCES INC	CORP Mon Aug 6 15:58:39 2012 EST
				7-1-23-24		7,2000,1020 1110	CHIMERA ENERGY
					0.0700	LT5-028320 OAK	Tue Aug 7
S	7900	CHMR	\$1.34	\$10,586.00	\$553.00	RESOURCES INC	11:38:09 2012 EST CHIMERA
	201				0.0000		ENERGY CORP Tue Aug 7
S	3000	CHMR	\$1.36	\$4,080.00	\$0.00	LT5-028320 OAK RESOURCES INC	15:57:03 2012 EST
					0.0700		CHIMERA ENERGY CORP
S	15000	CHMR	\$1.38	\$20,700.00	\$1,050.00	LT5-028320 OAK RESOURCES INC	Wed Aug 8 09:37:13 2012 EST
					0.0700		CHIMERA ENERGY CORP Wed Aug 8
S	17000	CHMR	\$1.38	\$23,460.00	\$1,190.00	LT5-028320 OAK RESOURCES INC	15:04:03 2012 EST
					0.0700	1,7	CHIMERA ENERGY CORP
S	7000	CHMR	\$1.50	\$10,500.00	\$490.00	LT5-028320 OAK RESOURCES INC	Thu Aug 9 09:42:51 2012 EST
					0.0700		CHIMERA ENERGY CORP
S	5000	CHMR	\$1.52	\$7,600.00	\$350.00	LT5-028320 OAK RESOURCES INC	Thu Aug 9 09:45:54 2012 EST
					0.0800		CHIMERA ENERGY CORP
S	5000	CHMR	\$1.53	\$7,650.00	\$400.00	LT5-028320 OAK RESOURCES INC	Thu Aug 9 09:45:54 2012 EST
					0.0800	P	CHIMERA ENERGY CORP
S	7000	CHMR	\$1.62	\$11,340.00	\$560.00	LT5-028320 OAK RESOURCES INC	Thu Aug 9 10:26:09 2012 EST
					0.0900		CHIMERA ENERGY CORP

Action	Qty	Symbol	Price	Total	Markup/ Markdown	Account	Company/ Executed
s	9000	CHMR	\$1.71	\$15,390.00	\$810.00	LT5-028320 OAK RESOURCES INC	Thu Aug 9 10:41:17 2012 EST
					0.0000	LTS 000000 OAK	CHIMERA ENERGY CORP Thu Aug 9
S	10000	CHMR	\$1.76	\$17,600.00	\$0.00	LT5-028320 OAK RESOURCES INC	10:53:47 2012 EST
					0.0900		CHIMERA ENERGY CORP Thu Aug 9
S	10000	CHMR	\$1.81	\$18,100.00	\$900.00	LT5-028320 OAK RESOURCES INC	11:12:56 2012 EST
					0.0900		CHIMERA ENERGY CORP Thu Aug 9
S	10000	CHMR	\$1.72	\$17,200.00	\$900.00	LT5-028320 OAK RESOURCES INC	11:28:37 2012 EST
					0.0900		CHIMERA ENERGY CORP Thu Aug 9
S	10000	CHMR	\$1.71	\$17,100.00	\$900.00	LT5-028320 OAK RESOURCES INC	12:15:25 2012 EST
					0.0900	LT5-028320 OAK	CHIMERA ENERGY CORP Thu Aug 9
S	17000	CHMR	\$1.78	\$30,260.00	\$1,530.00	RESOURCES INC	13:30:30 2012 EST
					0.0800		CHIMERA ENERGY CORP Thu Aug 9
S	5000	CHMR	\$1.69	\$8,450.00	\$400.00	LT5-028320 OAK RESOURCES INC	14:17:17 2012 EST
					0.0000		CHIMERA ENERGY CORP Thu Aug 9
S	5000	CHMR	\$1.62	\$8,100.00	\$0.00	LT5-028320 OAK RESOURCES INC	15:51:29 2012 EST
					0.0800		CHIMERA ENERGY CORP Fri Aug 10
S	4000	CHMR	\$1.69	\$6,760.00	\$320.00	LT5-028320 OAK RESOURCES INC	10:03:20 2012 EST
					0.0900		CHIMERA ENERGY CORP Fri Aug 10
S	7000	CHMR	\$1.74	\$12,180.00	\$630.00	LT5-028320 OAK RESOURCES INC	10:51:22 2012 EST
					0.0900		CHIMERA ENERGY CORP Fri Aug 10
S	5000	CHMR	\$1.79	\$8,950.00	\$450.00	LT5-028320 OAK RESOURCES INC	10:57:47 2012 EST

Action	Qty	Symbol	Price	Total	Markup/ Markdown	Account	Company/ Executed
					0.0800	175 000000 044	CHIMERA ENERGY CORP Fri Aug 10
S	7500	CHMR	\$1.71	\$12,825.00	\$600.00	LT5-028320 OAK RESOURCES INC	15:36:37 2012 EST
					0.0800		CHIMERA ENERGY CORP Mon Aug 13
S	5000	CHMR	\$1.60	\$8,000.00	\$400.00	LT5-028320 OAK RESOURCES INC	12:27:06 2012 EST
Tim					0.0550		CHIMERA ENERGY CORP
S	5000	CHMR	\$1.11	\$5,525.00	\$275.00	LT5-028320 OAK RESOURCES INC	Tue Aug 14 10:29:59 2012 EST
Tel					0.0500		CHIMERA ENERGY CORP
S	5000	CHMR	\$0.95	\$4,750.00	\$250.00	LT5-028320 OAK RESOURCES INC	Wed Aug 15 09:43:41 2012 EST
					0.0100		CHIMERA ENERGY CORP
В	12000	CHMR	\$1.21	\$14,520.00	\$120.00	LT5-028320 OAK RESOURCES INC	Wed Aug 15 11:23:27 2012 EST
					0.0300		CHIMERA ENERGY CORP Tue Aug 21
S	5000	CHMR	\$0.47	\$2,350.00	\$150.00	LT5-028320 OAK RESOURCES INC	12:11:25 2012 EST
					0.0000		CHIMERA ENERGY CORP
S	2500	CHMR	\$0.49	\$1,225.00	\$0.00	LT5-028320 OAK RESOURCES INC	Tue Aug 21 13:14:46 2012 EST
					0.0300		CHIMERA ENERGY CORP
S	7500	CHMR	\$0.59	\$4,425.00	\$225.00	LT5-028320 OAK RESOURCES INC	Wed Aug 22 09:42:22 2012 EST
					0.0300		CHIMERA ENERGY CORP
S	5000	CHMR	\$0.65	\$3,250.00	\$150.00	LT5-028320 OAK RESOURCES INC	Wed Aug 22 09:44:57 2012 EST
					0.0300		CHIMERA ENERGY CORP
S	5000	CHMR	\$0.65	\$3,250.00	\$150.00	LT5-028320 OAK RESOURCES INC	Wed Aug 22 09:48:13 2012 EST
					0.0300		CHIMERA ENERGY CORP

Action	Qty	Symbol	Price	Total	Markup/ Markdown	Account	Company/ Executed
S	10000	CHMR	\$0.62	\$6,200.00	\$300.00	LT5-028320 OAK RESOURCES INC	Wed Aug 22 10:03:54 2012 EST
					0.0600		CHIMERA ENERGY CORP
S	2500	CHMR	\$0.63	\$1,575.00	\$150.00	LT5-028320 OAK RESOURCES INC	Wed Aug 22 15:41:44 2012 EST
					0.0300		CHIMERA ENERGY CORP
S	5000	CHMR	\$0.59	\$2,950.00	\$150.00	LT5-028320 OAK RESOURCES INC	Thu Aug 23 10:07:31 2012 EST

# Appendix Exhibit JJJ

## Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 44 of 157

From:

lcotton@oakresources.net

Sent:

Thursday, August 9, 2012 2:51 PM

To:

Mark Dillon <mark@pennaluna.com>

Subject:

Oak Resources

Mark,

Please wire \$125,000 from the Oak Resources account to:

### Pay To

JP MORGAN CHASE BANK 5847 SAN FELIPE ST HOUSTON TEXAS 77057 ABA# 111000614 SWIFT# CHASUS33

### FOR FURTHER CREDIT TO

OAK RESOURCES INC. 2500 CITYWEST BLVD, SUITE 309 HOUSTON, TX 77042 ACCT# 897988366

I would also like to schedule a time early next week so we can discuss some "blue chip" investments I am interested in making.

Sincerely,

Lydia Cotton President Oak Resources Inc.

## APEX CLEARING

## **Domestic Wire Request Form**

Date: Sep 14, 2012

Wire Amount: \$300,000

	Apex	Account Number: 2TC05699
1. Beneficiary/Recipient/For Fur	ther Credit To Informa	ttion(This is the ultimate recipient of the wire transfer funds.)
Beneficiary/Recipient/For Furth	er Credit To Name:	Oak Resources Inc.
Beneficiary Account Number:		897988366
Beneficiary Address, City State, 7	Zip, Country:	2500 CityWest Blvd #365
(required)		Houston Texas 77042
2. Beneficiary Bank Information	This is the financial institution	on where the beneficiary maintains their account.)
Beneficiary Bank Routing Transf	er Number:	111000614
Bank Name (required):		JP Morgan Chase Bank NA
Beneficiary Bank Address, City S	tate, Zip, Country	5847 San Felipe St
(required)		Houston Texas 77057
3. Intermediary Bank Informatio		on that the wire must pess through before reaching the rail wires.
Correspondent Bank ABA:		
Bank Name (required):		
Beneficiary Bank Address, City S	tate, Zip, Country:	
(required)		
4. Customer Authorization		
Reason foo francier: Other	Investment	.s
Customer Signature		Joint Account Holder
l agree to fiold all parties acting on this re		ucing broker and Apex Clearing Corporation, and their respective agents and part and part and part and part and all claims, demands, proceedings, suite and actions and all Habilities, losses
		ocited with actions taken by the parties due to instructions received from me in
Notary Signature:		
Notary Seal	<del></del>	
FOR INTERNAL USE ONLY		
Registered Principal Approval:	s .	
	Print Name	Title
	Signature	Date
Compliance Officer Approval:		MAT 9
į	Print Name	· Title
1	Signature	Date
PF10101-DWRE 07/26/2012		



## **Domestic Wire Request Form**

Date: Nov 21, 2012

Wire Amount: \$100,000

A DEVICE PORT OF LAND AND A PROPERTY OF THE PARTY OF THE	NAME OF TAXABLE PARTY OF THE PARTY OF TAXABLE PARTY.	Mark the second
		nation(This is the ultimate recipient of the Wire transfer funds.)
Beneficiary/Recipient/For Furti	her Credit To Name:	Oak Resources Inc.
Beneficiary Account Number:		897988366
Beneficiary Address, City State,	Zip, Country:	2500 CityWest Blvd #365
(required)		Houston Texas 77042
2. Beneficiary Bank Information	(This is the financial institu	tion where the beneficiary maintains their account.)
Beneficiary Bank Routing Trans	fer Number:	111000614
Bank Name (required):		JP Morgan Chase Bank NA
Beneficiary Bank Address, City	State, Zip, Country	5847 San Felipe St
(required)		Houston Texas 77057
[전문화 기계 [기계 기계 기		ition that the wire must pass through before reaching the
final beneficiary bank.) This section is O  Correspondent Bank ABA:	FILOWAL and not required t	or an wires.
Bank Name (required):		
	and Cathorn	-
Beneficiary Bank Address, City (required)	State, Zip, Country:	-
(required)		
4 Customer Authorization		
4 Customer Authorization Reason for Transfer: Other	Investmen	ts
Reason for Transfer: Other	Investmen	
Reason for Fransfer: Other		Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and
Castomer Signature lagree to hold all parties acting on this employees(hereinafter, collectively, "th	request, including the introde e parties") harmless from a	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses
Castomer Signature lagree to hold all parties acting on this employees(hereinafter, collectively, "th	request, including the introde e parties") harmless from a	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "the and expenses including without limitating the state of th	request, including the introde e parties") harmless from a	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses
Cústomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.	request, including the introde e parties") harmless from a	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses
Customer Signature Lagree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:	request, including the introde e parties") harmless from a	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses
Customer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitating this request.  Notary Signature:  Notary Seal	request, including the introde e parties") harmless from a	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:  Notary Seal  FOR INTERNAL USE ONLY	request, including the introde e parties") harmless from a	Joint Account Holder
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:  Notary Seal  FOR INTERNAL USE ONLY	request, including the introse e parties") harmless from all on those asserted by me, as	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses sociated with actions taken by the parties due to instructions received from me in
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:  Notary Seal  FOR INTERNAL USE ONLY  Registered Principal Approval:	request, including the intros e parties") harmless from ai on those asserted by me, as	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and ail claims, demands, proceedings, sults and actions and all liabilities, losses sociated with actions taken by the parties due to instructions received from me in
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:  Notary Seal  FOR INTERNAL USE ONLY	request, including the introse e parties") harmless from all on those asserted by me, as  Print Name  Signature	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses sociated with actions taken by the parties due to instructions received from me in  Title  Date
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:  Notary Seal  FOR INTERNAL USE ONLY  Registered Principal Approval:	request, including the introse e parties") harmless from all on those asserted by me, as	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses sociated with actions taken by the parties due to instructions received from me in
Costomer Signature I agree to hold all parties acting on this employees(hereinafter, collectively, "th and expenses including without limitation this request.  Notary Signature:  Notary Seal  FOR INTERNAL USE ONLY  Registered Principal Approval:	request, including the introse e parties") harmless from all on those asserted by me, as  Print Name  Signature	Joint Account Holder ducing broker and Apex Clearing Corporation, and their respective agents and ny and all claims, demands, proceedings, sults and actions and all liabilities, losses sociated with actions taken by the parties due to instructions received from me in  Title  Date

# Appendix Exhibit KKK

5424078	1
	480

Transaction	Transaction Operation Value	Velue	Number Label	Label	Cilea	eot Name	ä	Sourity	Lebel	Quantity	Rate	Total Car.	Label	Lebel
Account	Kylemore Corp.	ė												
Transfer Agen	Ĭ													
Remittence Withdrawal	06/04/2012	06/04/2012		Scarnity Remitted 700,000,0 US16934U1007 CHTMERA ENERGY — SHS Sale Withdrawal 700,000,0 US16934U1007 CHTMERA ENERGY — SHS			Kylemoro Corp. Kylemoro Corp.	US16934U1007 US16934U1007	CHIMERA ENEROY SHS CHIMERA ENEROY SHS	700,000.00	0.02250	GSU (90.000,68)	PHYSICAL CERTIFICATES SHARR SPITA:	CERT
Remittence Withdrawal	06/07/2012 10/08/2012	06/07/2012 14/08/2012		Security Remitted 2,800,000.0 US16934U1007 CHIMERA ENERGY SHS Safe Withdrawal 700,000.0 US16934U1007 CHIMERA ENERGY SHS	259,1 SHS — YOY —		Kylemore Corp. Kylemore Corp.	US16934U1007 US16934U1007	CHIMERA ENERGY - SHS CHIMERA ENERGY - SHS	2,800,000.00	0.00000	0.00 USD	SHARE SPLIT 4:1	
							÷			2,100,000.00		(63,000,00)		
Bank CBH U	Bank CBH USD Carred Ale	Ą												
Sale	10/08/2012	15/08/2012	54,583	Sale 10,000.0 US16934U1007 CHTMERA ENERGY SHS 1.79	9 1,625	≥<	ylemore Corp.	US16934U1007	CHIMERA ENERGY SHS	(10,000,00)	1.78528	17.852.77 USD	Bunk CBH (RD Cumm) & //	į
Sale	10/08/2012	15/08/2012	54,584	Salo 8,500.0 US16934U1007 CHIMERA ENERGY SHS 1.79	-	_	Kylemore Corp.	US16934U1007	CHIMERA ENERGY - SHS	(8,500.00)	1.78095	15,138.06 USD	Book CBH USD Current A/e	g g
Kernthance	10/08/2012	14/08/2012	25.	Security Remitted 700,000.0 US 16934U1007 CHIMERA ENERGY SHS	SHS 0.00	×	ylement Corp.	US16934U1007	CHIMERA ENERGY SHS	700,000.00	0,0000	0.00 USD	TRANSFER PROM TA (DRS)	ğ
	13/08/2012	16408/2012	2	Purchase 25,000 0 US16934U1007 CHIMERA ENERGY SHS 1.42	-	×	ylement Corp.	US16934U1007	CHIMERA ENERGY - SHS	25,000.00	1.42731	(35,682.85) USD	Bank CBH USD Current Ave	ន្ត
200	2102/20/51	7107/2001	2	Sale 167,000.0 US16934U1007 CHIMERA ENERGY - SHS 1,35	_	_	Cylemore Corp.	US16934U1007	CHIMERA ENERGY - SHS	(167,000.00)	1.34391	224,433,28 USD	Bank CBH USD Current A/c	SC
3 Ta	13/08/2012	16/08/2012	34,587	Sale 85,000.0 US16934U1007 CHIMERA ENERGY - SHS 1.72	1,623	_	Cylemons Corp.	US16934U1007	CHIMERA ENERGY SHS	(85,000.00)	1.71579	145,842.52 USD	Bank CBH USD Current A/c	S
1	2102/20/21	2002/2012	200	SEE 13,000.0 US16934U1007 CHIMERA ENERGY - SHS 1,18		_	Kylemore Corp.	US16934U1007	CHIMERA BNERGY - SHS	(15,000.00)	1.16955	17,543.31 USD	Bank CBH USD Current A/c	SCS
	2102/20/21	2002/2017	200	SALE SOUDOU USI 6934U1007 CHIMERA ENERGY - SHS 1.07			Kylemore Corp.	US16934U1007	CHIMERA ENERGY - SHS	(20'000'00)	1.06021	53,010.40 USD	Bank CBH USD Current A/c	SC
9 3	710700071	2102/00/12	200	SAME ITS, UNIOUS US 169/J4U1007 CHIMBERA ENERGY SHS 0.85	1,623		Kylemore Corp.	US16934U1007	CHIMERA ENERGY - SHS	(173,000.00)	0.84528	147,923.14 USD	Bank CBH USD Current Ave	SCS
9 :	10080201	2102/2012	, i	Sale 125,000.0 US16934U1007 CHIMERA ENERGY SHS 0.90	_	_	Kylemors Corp.	US16934U1007	CHIMERA ENERGY SHS	(125,000.00)	0.89933	112,416,71 USD	Bank CBH USD Current A/o	SCS
3	2102/80//1	7107/30/77	740	Sale 89,500.0 US16934 U1007 CHIMERA ENEXOY SHS 0.53	3	×	Kylamans Corp.	US16934U1007	CHIMERA ENERGY - SHS	(89,500.00)	0.53096	47,521.28 USD	Bank CBH USD Current Ave	S
Lacrosse .	7107#5//0	7 07/60/71	2	Purchase 14,000,0 US16934U1007 CHIMERA ENERGY - SHS 0.65	_	×	ylenore Corp.	US16934U1007	CHIMERA ENERGY SHS	14,000.00	0.65733	(9,202,62) USD	Benk CBH USD Current A/e	S
ruchase	7107/60/10	12/02/2012	261.5	Purchase 10,000.0 US16934U1007 CHIMERA ENERGY - SHS 0.66	_	_	Kylemore Corp.	US16934U1007	CHIMERA ENERGY - SHS	10,000.00	0.66038	(6,603.87) USD	Bank CBH USD Current Ave	SCS
Purchase	10/09/2012	13/03/2012	35,373	Purchase 2,500.0 US16934U1007 CHIMERA ENERGY SHS 0.70	2	×	Kylamore Corp.	US16934U1007	CHIMERA ENERGY SHS	2,500.00	0.71076	(1,776.91) USD	Bank CBH USD Current A/o	SCS
S S	7102/60/11	14/08/2012	35,374	Sale 10,000.0 US16934U1007 CHIMERA ENERGY - SHS 0.65	_	*	Sylemore Corp.	US16934U1007	CHIMERA ENERGY - SHS	(10,000.00)	0.64438	6,443.81 USD	Bank CBH USD Current A/c	8
Sale	11/05/2012	14/09/2012	55,375	Salo 5,000.0 US16934U1007 CHIMERA ENERGY SHS 0.64	529'1	_	Sylomore Corp.	US16934U1007	CHIMERA ENERGY - SHS	(3,000.00)	0.63622	3,181,10 USD	Bank CBH USD Current A/e	S
									BALANCE	11,500.00		738,040,18		}

# Appendix<br/>Exhibit LLL

/																																5	;4	24	40	7	8	. 2	)						
/ 1		CERT CERT CERT CERT			SS	ខ្ល	ខ្លួ	ន្ត	ន្ត ខ្	វិ ជី	ន្ត	ន្ត ន	ន្ត	ន្ត	ន្តី ន	ខ្ល	ន្តិ	ខ្លួ	SCS	ខ្លួ	ខ្លួ	SC	ខ្លួ ខ្លួ	ខ្ល	ន្ល នួ	ន្តន	ខ្លួ	ន្ត	SCS	ស្គី ស្គ	SS							8 8 8	26	ر ا	SCS	ខ្លួ	វិ ជី	នី	SCS
Label		PHYSICAL CERTIFICATES SHARE SPLIT 4:1 SHARE SPLIT 4:1 TRANSPER TO CBH AC (DRS)			Bunk CBH USD Current A/e Bunk CBH USD Current A/e		Bank CBH USD Current A/c Bank CBH USD Current A/c		Bank CBH USD Current Ale			Bank CBH USD Current A/e Bank CBH USD Current A/e	CBH USD Current A/a	Bank CBH USD Current Ac	CBK USD Current Ave	CBH USD Current Ave		CBH USD Current A/e	CBH USD Current Ave	Bank CBH USD Current Ave Bank CBH 1170 Current Ave	CBH USD Current A/c	ITANCE PROM DAOLI	Bank CBH USD Current A/e Bank CBH USD Current A/e	CBH USD Current A/c	Benk CBH USD Current Ave Benk CBH USD Current Ave	CBH USD Current A/c	Bank CBH USD Current A/o Bank CBH USD Current A/o	CBH USD Current A/c	Bank CBH USD Current A/e	CBH USD Current Ave		Bank CBH USD Current Ave Bank CBH (180 C			Bunk CBH USD Current A/o Bunk CBH USD Current A/o	જ	•	Bank CBH USD Ourrent A/e				Burk CBH USD Current Ac			Bank CBH USD Current A/c
Total Cur,		030 (00.000, tab) 0.00 00.00 0.00 00.00 0.00 00.00	(63,000.00)		(2,231.00) USD	(2,931.11) USD	(1,728.73) USD (2,455.45) USD	(4,133.01) USD	(3,136,46) USD (2,081,98) USD	39,171.86 USD	13,433.35 USD	13,863.72 USD		(3,623,67) USD (49,198,39) USD		(2,408,48) USD	(4,251,62) USD	(10,030.09) USD	(8,966.98) USD	9.253.13 USD		0.00 USD			11,351.20 USD		25.514,69 USD		168,036.62 USD			2.432.07 USD	34,545.91 USD	24,286,43 USD	61,992.54 USD	OSD DOO		7,665.54 USD	29,891.96 USD	7,505.30 USD	5,695.94 USD 24 847 40 175D	25,966.24 USD	25,071.20 USD	23,223.01 USD	
Rate		0.02250 0.00000 0.00000 0.00000	Ħ	15363	0.63743	0.65136	0.70156	0.68884	0.83279	1,30573	1,34334	1.38637	1.75684	1,22996	0.55589	0.80283	0.53145	0.50150	0.59780	0.61688	0.71004	000000	0.66940	0.56635	0.36756	0.54100	0.51029	0.50250	0.55439	0.52740	0,52370	0.48641	0.49351	0.48573	0.37026	0.0000	0,30930	0.38328	0.29892	0.30021	0.28986	0.25966	0.25071	0.23223	1671770
Quantity		700,000,00 (700,000,00) 2,800,000,00	2,000,000,00	23 400 00	3,500.00	4,500.00	3,500.00	6,000.00	2,500.00	(30,000,00)	(10,000,00)	(10,000.00)	(7,500.00)	40,000,00	(43,000.00)	3,000.00	8,000.00	20,000.00	(20 000 00)	(15,000.00)	(8,000.00)	(110,000,00)	(77,000.00)	(225,000.00)	(20,000.00)	(5,000.00)	(20,000.00)	(135,000.00)	(200,000,00)	(100,000,00)	(200,000.00)	(5,000.00)	(70,000.00)	(30,000.00)			(50,000.00)	_	_	(25,000.00)		•			
Lahei		CHIMERA ENERGY — SHS CHIMERA ENERGY — SHS CHIMERA ENERGY — SHS CHIMERA ENERGY — SHS SATANCE	2 VIVVIV	CHIMBRA ENERGY SHS	CHIMBRA BNERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	ENERGY	CHIMERA ENERGY SHS			CHIMERA ENERGY SHS CHIMERA ENERGY SHS	ENERGY	CHIMERA ENERGY SHS	CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY — SHS CHIMERA ENERGY — SUS	CHIMBRA ENERGY SHS	CHIMERA ENERGY SHS CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA BNEROY - 3HS	CHIMERA ENERGY - SHS	CHIMERA ENERGY SHS CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY SHS	CHIMERA ENERGY SHS CHIMERA ENERGY SHS	CHIMERA ENERGY - SHS	CHUMERA ENERGY - SHS	CHIMERA ENERGY SHS CHIMERA ENPROY SHS	CHIMERA ENERGY - SHS	CHIMERA ENERGY SHS		CHIMERA ENERGY - SHS CHIMERA ENERGY - SHS	
Security		US16934U1007 US16934U1007 US16934U1007 US16934U1007		US16934U1007			6934U1007	US16934U1007 (		US16934U1007		_		_			_			-	-	-	_		US16934U1007		_	US16934U1007 C	_			_			-	-	_	-	-	_	_	-		USI 6934U 1007 CF	
Name		Hillsmere S.A. Hillsmere S.A. Hillsmere S.A. Hillsmere S.A.		Hillamere S.A.	Hillaners S.A.	Hillsmen S.A.	Hillamore S.A.	Hillemere S.A.	Hillemore S.A.	Hillsmore S.A.	Hillemore S.A.	Hillemore S.A.	Hillands S.A.	Hillsmere S.A.	Hillsmore S.A.	Hillsmere S.A.	Hillsmans S.A.	Hillemens S.A.	Hillsmore S.A.	Hillsmere S.A.	Hillsmore S.A.	Hillsmere S.A.	Hillsmore S.A.	Hillsmore S.A.	Hillamere S.A.	Hillsmere S.A.	Hillsmere S.A.	Hillsmore S.A.	Hillsman S.A.	Hillamere S.A.	Hillsmore S.A.	Hillsmere S.A.	Hillemore S.A.	Hillsmore S.A.	Hillsmore S.A.	Hillsmens S.A.	Hillsmere S.A.	Hillamore S.A.	Hillanero S.A.	Hillstone S.A.	Hillsmere S.A.	Hillstnere S.A.	Hillsmere S.A.	Hillamere S.A.	
Cient		1,624 1,624 1,624 1,624		1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,62	1,62	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	ğ	1,624	729	1,624	729	1,624	1,624	1,624	\$70°1	1,624	1,624	7,62	1,624	1,624	
Nenter Label		Socurity Remitted 700,000.0 US 16934U1007 CHIMERA ENERGY — SHS Sub Windowad 700,000.0 US 16934U1007 CHIMERA ENERGY — SHS Socurity Remitted 2,800,000.0 US 16934U1007 CHIMERA ENERGY — SHS Salt Withdrawd 800,000.0 US 16934U1007 CHIMERA ENERGY — SHS			<ul> <li>**Purchase 3,500.0 US16934U1007 CHUMERA ENERGY SHS 0,63</li> <li>**Purchase 4,500.0 US16934U1007 CHIMERA ENERGY SHS 0,63</li> </ul>		Purchase 3,500.0 US16934U1007 CHIMERA ENERGY SHS 0,69 Purchase 6,000.0 US16934U1007 CHIMERA ENERGY SUS 0,69		Purchase 2,500.0 US 16934U1007 CHIMERA ENERGY SHS 0,82			Sais 14,000.0 US16934U1007 CHIMERA ENERGY SHS 1,39										Sale 110,000.0 US 16934U1007 CHIMERA ENERGY SHS 0.68			Sale Zu,000.0 US16934U1007 CHIMERA ENERGY SHS 0.57 Sale 3,000.0 US16934U1007 CHIMERA ENERGY SHS 0.55				S4s 200,000.0 US16934U1007 CHIMERA ENERGY — SHS 0.56 Sale 100 000 0 US16024U1007 CHIMERA ENERGY — 515 5.5		Sale 22,500.0 US16934U1007 CHIMERA ENERGY — SHS 0.52	S445 70,000,0 US16934011007 CHIMERA ENERGY SHS 0.49 S445 70,000,0 US1693411007 CHIMERA ENERGY SUS 0.49	Sale 50,000.0 US16934U1007 CHIMERA ENERGY SHS 0.49	Sale 133,000.0 US16934U1007 CHIMERA ENERGY SHS 0.39	Studies (2), Working 18 (6) 37 CHIMERA ENERGY SHS 0, 37 Security Remitted 800,000 0 US (6) 34 (1) 007 CHIMERA INVERCY suc n.m.	-	Sale 50,000.0 US16934U1007 CHIMERA ENERGY SHS 0.37	SAME ACOUNTY US 16934U 1007 CHIMERA ENERGY SHS 0.39 SAME 100,000 O US 16934U 1007 CHIMERA PARE CY SHS 0.30	Sale 25,000.0 US 16934 U1007 CHIMERA ENERGY - SHS 0.30	Sub 30,000.0 US16934U1007 CHIMERA ENERGY SHS 0.29	Sale 85,000:0 US16914U1007 CHIMERA ENERGY SHS 0.29 Sale 100 000 0 11914034/11007 CHIMERA ENERGY SHS 0.29	Sale 100,000:0 US16934U1007 CHIMERA ENERGY SHS 0.26 Sale 100,000:0 US16934U1007 CHIMERA ENERGY SHS 0.25	Sale 100,000.0 US16934U1007 CHIMERA ENERGY - SHS 0.23	Sale 50,000.0 US 16934U1007 CHIMERA ENERGY - SHS 0.22	Sale 90,000.0 US16934U1007 CHIMERA ENERGY SHS n 10
Numbe					2 53,901		2 53,910		2 53.918 2 53.923		2,26			2 54,599		2 54,918			2 55,184			55,379			25,609		55,613		53,615		55,703			55,792			56,311	56,313	56,762	56,763	26,765	56,766	72,524	72,526	47577
Value	<b>₹</b>	06/04/2012 06/07/2012 06/07/2012 02/10/2012	¥	23/07/2012			21/07/2012		03/08/2012	_	09/08/2012			22/08/2012		30/08/2012		06/09/2012	07/09/2012	11/09/2012	13/09/2012	17/09/2012	18/09/2012	19/09/2012	20/02/2012	21/09/2012	24/09/2012	25/09/2012	26/09/2012	26/09/2012	27/09/2012	28/09/2012	28/09/2012	01/10/2012	02/10/2012	12/10/2012	15/10/2012	17/10/2012	18/10/2012	19/10/2012	22/10/2012	2102/01/22	25/10/2012	26/10/2012	7.77
fransaction Operation Value	Hillsmere S.A.	06/04/2012 06/07/2012 06/07/2012 28/09/2012	lank CBH USD Current Ale	18/07/2012	20/07/2012	23/07/2012	24/07/2012	25/07/2012	31/07/2012	01/08/2012	2102/20/20	09/08/2012	15/08/2012	17/08/2012	27/08/2012	27/08/2012 30/08/2012	30/08/2012	31/08/2012	04/09/2012	06/09/2012	10/09/2012	12/09/2012	13/09/2012	14/09/2012	17/09/2012	18/09/2012	19/09/2012	20/09/2012	21/09/2012	21/09/2012	24/09/2012	25/09/2012	25/09/2012	26/09/2012	28/09/2012	09/10/2012	17/10/2012	12/10/2012	15/10/2012	16/10/2012	17/10/2012	17/10/2012	22/10/2012	23/10/2012	
Transaction	tecount l	Semittence Vishdrawal Semittence Vishdrawal	lank CBH &	ordans further	ndeso	urchase	urchase	urchaso	4	-3	elin maria	3	urchase	ale ale	urchase	uchate	urchase	urchase	ន្ន 🏄	۱	de la constitución de la constit	1.8	<b>(</b> )	96	8	74	-8	3 :	8 8	-2	4 4	1-2		3 4	throca		S -S	3 -3	뇿.	. 5	8 -9	-3	굨 .	-3 i	•

# Appendix Exhibit MMM

## Due diligence questionnaire

Personal information
Surname: YMOVSKaya First name(s): ALMA
Legal address: Yekatezinburg, Bolshakova St. 22/4-72
Russia
Telephone number: 79221717165 Fax number:
Mobile number: 07922171765 E-mail: alua -reamail. ru
Nationality: Russian Passport number: 3295
Date of birth: 87 Profession: VICE PRESIDENT OF INTERNATIONAL SALES
Marital status: SINGLE
Name of spouse: N/A Date of birth: 1987
Number of children: Name(s) of children: NAME(s)
Financial situation .
Personal net worth: \$ Intellion
Estimated annual income: 1 250,000
Source of funds to be under administration:
Anticipated activity for funds under administration: Investments 9 trading
in North American markets
Do you have a criminal record
Are you being or have you ever been investigated by any regulatory authority (SEC, BCSC, FSA or similar)
Client signature: Prof Date: 68.04.11
In the presence of
2







Euro Helvetia Trust Co S.A. GENEVA

## ACCOUNT OPENING FORMS

CLIENT	ALINA YUROVSKAYA
REFERENCE	YAA/369
DATE	08.04.11

Further to our initial meeting and your subsequent proposal, I/We,  Nina Jeurovs kaya request EuroHelvetia TrustCo. to open on my/our behalf, the following structures:
Offshore corporation registered in: Marshall Islands  Name of corporation: Kylenore Corp.
Trust set up under the laws of Bermida  Name of trust: The Kylemore Trust
Bank account with: CBH
☐ Brokerage accounts with:
Please accept my/our telephone, fax, email or safemessage instructions, without a reference number, and carry them out even when not confirmed in writing.
I/We assume All risks and especially those caused by a transmission error of misunderstanding as a result of this method of communication and including any genuine mistake on your part concerning my/our identity. We release you from all responsibility in this respect.
I/We acknowledge that no documentation, account information etc will be mailed, faxed, emailed or delivered out in any way, to me/us, without my/our written request to do so. My/Our client administration file will be maintained at the offices of EuroHelvetia TrustCo S.A. This file, containing account records and correspondence, will be made available for my/our review, at the offices of EuroHelvetia TrustCo S.A., on reasonable notice.
You may invoke these instructions and releases in relation to me/us and all representatives who have been or will be appointed by me/us.
You may deduct all EuroHelvetia TrustCo fees from balances held in my/our accounts.
Agreed
In the presence of
Date: 08.0 4.11



**APP. 000878** 

## **HOLD HARMLESS GUARANTEE**

To

Directors of Epsom Trust S.A.

P.O. Box 691 1215 Geneva 15 - Airport

Switzerland

In consideration of your agreeing to act as	Trustee for The Kylemore Trust
I (we jointly and severally) Rua	•
of 4-22 Bulsha Kova	St. Yekaternburg, Russia

Beneficial owner(s) of the above named trust hereby UNDERTAKE AND AGREE to hold you harmless from any liability, financial or otherwise, which you might incur in your capacity (ies) as

Directors and Officers

of Epsom Trust S.A., Trustees of ... The Kylenware Trust

for any reason whatsoever other than by reason of your own willful fraud or wrongdoing and I (we jointly and severally) FURTHER UNDERTAKE AND AGREE to give you all the assistance to ensure the smooth, swift and efficient flow of all related business.

SIGNED this 8th day of April, 2011

By the said:

In the presence of:

### **HOLD HARMLESS GUARANTEE**

J	

To : EuroHelvetia TrustCo. S.A. P.O. Box 691

1215 Geneva 15 - Airport

Switzerland

In consideration of your agreeing to act as Directors of Kylenise Corp.

I (we jointly and severally) Alva Yourors kaya

of 4-22 Bitshakora St Yekaterinburg, Russia

Beneficial owner(s) of the above named Corporation hereby UNDERTAKE AND AGREE to hold you harmless from any liability, financial or otherwise, which you might incur in your capacity (ies) as:

Directors and Officers

of Kylenore Corp

for any reason whatsoever other than by reason of your own willful fraud or wrongdoing and I (we jointly and severally) FURTHER UNDERTAKE AND AGREE to give you all the assistance to ensure the smooth, swift and efficient flow of all related business.

9

SIGNED this 8th day of April, 2011

By the said:

the presence of

# Appendix Exhibit NNN

### THE KYLEMORE TRUST

THIS DOCUMENT IS A DECLARATION OF TRUST made on the 12th day of May, Two Thousand and Eleven between Epsom Trust S.A. of P.O. Box 556, Charlestown, Nevis, hereinafter called the "Original Trustee" and EuroHelvetia TrustCo. S.A. of World Trade Centre I, P.O. Box 691, CH-1215 Geneva 15, Switzerland hereinafter called the "Present Protector".

### WHEREAS

Two shares in Kylemore Corp; have been settled on the Original Trustee with the intent that it should make this Settlement.



### THIS DEED WITNESSETH AS FOLLOWS:

### 1. **DEFINITIONS**

The following terms have the following meanings:

- (I) The "Trustee" means the Original Trustee or the trustees or trustee for the time being of this Settlement.
- (II) The "Protector" means the present Protector or protector for the time being appointed of this Settlement.
- (III) The "Trust Fund" means:
  - a) The said two shares in Kylemore Corp;
  - All assets paid or transferred to and accepted by the Trustee in addition to the Trust Fund;
  - c) The assets from time to time representing such shares and additions.
- (IV) The "Vesting Day" means the day on which shall expire the period of eighty years from the date of this Settlement or such earlier day as the Trustee may at any time by Deed appoint.
- (V) The "Beneficiaries" means:
  - The American Institute for Cancer Research, 1759 R. Street NW, Washington DC 2009;
  - Multiple Sclerosis Society of Great Britain and Northern Ireland, 25 Effic Road, Fulham, London SW6 IEE;
  - c) Such person or persons as the Trustee with the prior written approval of the Protector may by Deed appoint.

The Kylemore Trust-2870



- (VI) Always provided that the Trustee with the prior written consent of the Protector may by Deed declare that any person or institutions shall cease to be Beneficiary without prejudice to any prior acts or appointments of capital or income already made.
- (VII) Excluded Persons means all and any persons specifies in the section 14 hereto;

### 2. THE TRUSTEE

The Trustee shall stand possessed of the Trust Fund and the income thereof or any part of either upon such Trusts for the benefit of the Beneficiaries or any one or more of them exclusive of the other or others in such shares and in such proportions and subject to such terms and limitations and with and subject to such provisions for maintenance, education, or advancement or for accumulation of income during minority or for the purpose of raising a portion or portions of for forfeiture in the event of bankruptcy or otherwise and with such discretionary trusts and powers exercisable by such persons as the Trustee shall appoint from time to time by Deed or Deeds revocable or irrevocable executed before the Vesting Day.

### 3. INCOME

- (a) The Trustee may accumulate the income or any part thereof and add such accumulations to the capital of the Trust Fund but with the power at any time to treat the accumulations already made, or any part thereof, as current income.
- (b) The Trustee may pay or apply the whole or any part of the income of the Trust Fund to or for the benefit of all or such one or more of the Beneficiaries in such proportions and in such manner the Trustee thinks fit.

### 4. CAPITAL

- (a) The Trustee may with the prior written consent of the Protector from time to time pay or apply the whole or any part of or parts of the capital of the Trust Fund to or for the benefit of all or such one or more exclusively of the others or other of the Beneficiaries for the time being living and ascertained in such shares if more than one and in such manner as the Trustee shall think fit.
- (b) The Trustee shall stand possessed of the Trust Fund on the Vesting Day and (subject to any appointment made as aforesaid and to the provisions of the last preceding sub-clause) in trust as to income and capital for such of the Beneficiaries as shall then be living and ascertained or any one or more of them in such share as the Protector may prior to or upon the Vesting Day by writing appoint and subject to and in default of any such appointment as the Trustee shall in its discretion think fit.
- (c) Subject to the foregoing Trusts, the Trustee shall stand possessed of the Trust Fund and the income thereof in trust for such charitable purposes as the Trustee shall determine.

The Kylemore Trust-2870

- 2 -.





### 5. INVESTMENT

The Trustee shall have the same full and unrestricted powers of investing and transposing investments in all respects as if it were absolutely entitled thereto beneficially, and shall in its absolute discretion invest any sums subject to the Trusts hereof as it thinks fit.

No Beneficiary shall be entitled as such Beneficiary to compel the Trustee to sell, realise or purchase any investment whether or not producing income.

### 6. ADDITIONAL TRUSTEE POWERS

The Trustee shall until the Vesting Day have the following additional powers:

- (a) Power to allow the Trust Fund to remain in the actual state of investment as long as the Trustee may think fit and at any time sell, call in, or convert into money the investments or any part thereof.
- (b) Power to charge or vary any investments for the time being forming part of the Trust Pund.
- (c) Power to permit any person entitled to any interest in the Trust Fund in possession or not, whether vested or contingent, to reside in any dwelling or occupy any land or buildings or have custody and use of any chattels upon conditions as the Trustee thinks fit.
- (d) Power to mortgage or charge the Trust Fund or any part thereof for any purpose as the Trustee thinks fit.
- (e) Power to receive property of any kind by gift or by will or from any other Trust as additions to the Trust Fund.
- (f) Power to take legal advice and opinions concerning any matter as the Trustee shall think fit.
- (g) Power to employ and to pay at the expense of the Trust Fund any agents or advisors or bankers or brokers or other persons or firms as the Trustee shall think fit to transact any business or do any act.
- (h) With the prior written consent of the Protector power to pay or transfer the whole or any part of the Trust Fund to the Trustee or Trustees for the time being of any other irrevocable settlement whereunder all or any of the Beneficiaries (and no other person) are Beneficiaries to be held by such Trustee or Trustees as an addition to the property comprised in such settlement, whether or not such settlement be governed by the laws of the Island of Bermuda.
- (i) Power to promote, incorporate, acquire, operate, control, manage and carry on the running of any company or limited company for any purpose including the acquisition of the whole or any part of the Trust Fund. Power to retain all or any other rights and interests in any company for as long as they think fit notwithstanding any professional advice to the contrary,

The Kylemore Trust-2870

- 3 -.





Power to not be bound or required to exercise control or to interfere in or become involved in the management, administration or conduct of any company or limited company, nor to exercise any voting or other rights. Power to leave the administration management and conduct of the business and affairs of any company to the directors, officers and other authorised persons and not be bound or required to supervise and to assume that any company is being managed and conducted honestly, competently and diligently, and not to be bound to seek proof of the accuracy or truthfulness of any information supplied to it.

### 7. LOANS

The Trustee may at any time lend moneys forming part or all of the Trust Pund either with or without any security to any Beneficiary for the time being or may make any property subject to the Trusts hereof available as security for any loan raised or to be raised by any such Beneficiary.

### 8. BANKING

The Trustee may at all times lodge liquid assets belonging to the Trust Fund with a bank of international standing but no Trustee shall be held liable for any loss or damage arising therefrom.

### 9. DISCRETION

No Trustee shall be held liable for any loss or damage occurring as a result of it concurring or refusing or failing to concur in any exercise of any discretion or power hereunder. Save in so far as the consent of the Protector is required, every discretion or power conferred on the Trustee is an absolute and uncontrolled discretion or power.

### 10. LIABILITY

The Trustee shall not be liable for any loss to the Trust Fund arising by reason of any improper investments made in good faith or in consequence of the failure, depreciation or loss of any investment made in good faith, or for the negligence or fraud of any agent employed in good faith by the Trustee, or by reason of any other matter or thing except the willful and individual fraud or wrong-doing on the part of the Trustee who is sought to be made liable.

### 11. TERMS

Any corporate Trustee hereof including the Original Trustee may as such Trustee act on its terms and conditions including the right to remuneration in force at the date hereof or as amended from time to time.

The Kylemore Trust-2870

- 4 -.





### 12. **TAXATION**

In the event of taxation of any kind becoming payable by the Trustee in respect of the Trust Fund or any part thereof the Trustee may pay such taxation of the Trust Fund at its complete discretion.

### 13. SECRECY

The Trustee shall not except under compulsion of law or otherwise subject to the prior written consent of the Protector divulge or disclose to any tax or fiscal authority any information relating to the Trust Fund, the assets thereof or Beneficiaries hereunder.

### 14. **EXCLUDED PERSONS**

The following personas are excluded from being appointed as beneficiaries:

- The Protector
- The Trustees ii.
- The Spouse of the Protector and the Spouse of the Trustees iii.
- Any persons from whom the trustees shall at any time during the Trust ív. Period accept money investments or property as part of the Trust Fund.
- The Spouse of any persons referred to in (iv) above Any person who is held to be a settlor of the trust ٧,
- vi.
- The spouse of any persons referred to in (vi) above.

### 15. THE PROTECTOR

The Protector may at any time by instrument in writing irrevocably appoint any individual or company to be the next succeeding Protector, and if such individual or company consents in writing such individual or company forthwith becomes the next succeeding Protector.

The Protector shall be entitled to be reimbursed reasonable expenses.

### 16. THE TRUSTS

The Trusts hereby created shall be irrevocable.

### 17. TRUSTEES

The power to remove Trustees and appoint new or additional Trustees shall be vested in the Protector for the time being hereof. The Protector shall exercise such power by simple notice in writing addressed by registered mail to the current Trustees.

The Kyleinore Trust-2870

-5-





### 18. LAW

メ

This Declaration of Trust shall be construed according to and governed by the law of the Island of Bermuda which is hereby declared to be the proper law applicable hereto. The proper law of this Settlement may be changed by the Trustee with the prior written approval of the Protector.

The place of administration of the Trusts hereof shall be determined by the Trustee from time to time.

All disputes, proceedings, litigation or summons for discretions brought by any person whatsoever in connection with the Trusts hereof shall be heard before the Courts of the Island of Bermuda who shall be the sole courts of competent jurisdiction provided the proper law of this Trust is not changed under this clause in which event the courts of that jurisdiction shall be solely competent.

IN WITNESS WHEREOF the parties hereto have hereunto caused common seals to be affixed.

THE COMMON SEAL OF EPSOM TRUST S.A. WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

Director

THE COMMON SEAL OF EUROHELVETIA TRUSTCO. S.A. WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

irector

The Kylemore Trust-2870

APP. 000887

Secretary

# Appendix Exhibit 000

SECTION OF THE PROPERTY OF THE

## ARTICLES OF INCORPORATION

OF

### KYLEMORE CORP.

## PURSUANT TO THE MARSHALL ISLANDS BUSINESS CORPORATIONS ACT

The undersigned, for the purpose of forming a composation pursuant to the provisions of the Marshall inlands Business Corporations Act, does hereby make, subscribe, acknowledge and file with the Registrar of Corporations this instrument for that purpose, as follows:

A. The name of the Corporation shall be:

.

### KYLEMORE CORP.

- II. The purpose of the Corporation is to engage in any lawful set or activity for which corporations may now or becaute, be organized under the Marshall Islands sucheas Corporations Act.
- The impinioned address of the Corporation in the Marshall Islands is Trust Company Complex, Ajeltake kead, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the Corporation's registered agent at such address is The Trust Company of the Marshall Islands,
- The Aggregate number of shares of stock that the Comporation is authorized to issue is Two (2) registered shares with a par value of One U.S. Dollar (US\$1.00) per share.
- E. The Corporation shall have every power which a corporation now or hereafter organized under the Marshall Islands Business Corporations Act may have.



# Appendix Exhibit PPP

X

5424078 1 462

Intitulé/numéro de	compte	:	1899
--------------------	--------	---	------

## CBH Compagnie Bancaire Helvétique SA

Kylemore Corp.	
Trust Company Complex	
Ajeltake Road, Ajeltake Island	
MH96960, Majuro, Marshall Islands	

Déclaration lors de l'ouverture d'un compte/dépôt en cas de groupements de personnes ou d'entités patrimoniales pour lesquels il n'existe pas d'ayant droit économique déterminé



Conformément au ch. 43 de la Convention relative à l'obligation de diligence des banques (CDB 08), le/les soussignés(s), en leur qualité de trustee, membre du conseil de la fondation ou membre du conseil d'administration de la société sous-jacente appartenant au trust ou à la fondation, etc. portant le nom de

donne(ent) à la banque, en sa/leur qualité et à sa/leur meilleure connaissance, les informations suivantes :	
A below the state of the state	
1. Informations relatives au trust, à la fondation, etc. :	
Type d'entité (trust, fondation, etc) : Trust	
ž Discrétionnaire  ou  □ Non discrétionnaire	
2. Informations relatives au(x) settlor(s) (effectif(s) et non pas fiduciaire(s)) :	
Nom(s), prénom(s): FARMER, Andrew	
Date(s) de naissance : 04.07.1978	
Nationalité(s): American	
Adresse(s) de domicile, Etat(s): 5005, Hidalgo Street, Unit 619, Houston, Texas 77056	

Intitulé/numéro de compte :	18998
initue/numem de compte :	

## CBH Compagnie Bancaire Helvétique SA

pouvant pas d'ay	ions relatives entrer en ligr ant droit écon	ne de comp	te comme	bénéficiaire:	s (par ex.	« membre	s de la f	amilie du	settlor »), lo	rsqu'il n
	prénom(s):	•								
	le naissance								·	
	té(s): Rus		·,			· ····	<del></del>	·		
	s) de domicil		4-22 Bols	shakova Str	eet, Apmt	92 Yekate	rinburg,	Russia		
Nom/s)	oránom(e) :			· · · · · · · · · · · · · · · · · · ·	<del></del>				<del></del>	
	prénom(s) : _									
	e naissance :								<del></del>	<del></del>
	lé(s):									
Auresse	s) de domicile	e, Etaus) :								
Nom(a)	v <del>o</del> nom(e) :									
	orénom(s) : _ e naissance :									
	e naissance : é(s) :									
	s) de domicile									
•	•	,								
autant qu disposen Nom(s), p Date(s) d	ns relatives a e ce pouvoir des valeurs d rénom(s): e naissance :	permette cou qu'ils mo EuroHelvet 09.02.19	d'exiger des odifient l'attr ia TrustCo	s représenta ibution des	ants (trusta valeurs ou	ees, memb la désigna	ores du ( tion des	onseil de bénéficia	e la fondatio ires :	n, etc.)
Nationalit	s(s): <u>Swiss</u>	<u>;                                    </u>							<del></del>	
Adresse(	) de domicile	, Etat(s) : _	Rte. de l'Ae	roport 10,	WTC 1, 12	15, Genev	/a			
<del></del>			<del></del>							····-
Le(s) soussig	né(s) confirme	e(nt) qu'il(s)	est/sont au	utorisé(s) à d	ouvrir un c	ompte/dép	ôt auprè:	s de la ba	inque pour le	trust/la
fondation, etc	•									
Le/les soussi	jné(s) s'enga	ge(nt) à cor	nmuniquer	spontanéme	ent les mod	difications	à la band	ue.		
Date					Signa	Dre(s)				
15.07.11				_			ACC.	سوي	3	
	*****	<del></del>	. 4				4			

suisse, faux dans les titres ; peine privative de liberté jusqu'à 5 ans ou peine pécuniaire).

APP. 000892

# Appendix Exhibit QQQ



Euro Helvetia Trust Co S.A.

## **ACCOUNT OPENING FORMS**

CLIENT OLGA TIKHONOVA

REFERENCE TAO/ 368

DATE 08.04.11

5424078 Z 822

Further to our initial meeting and your subsequent proposal, I/We,
Olga Tikkonova request EuroHelvetia TrustCo. to open on my/our behalf, the following structures:
Offshore corporation registered in: Marshall Islands
Name of corporation: HUSMESE S.A.
Trust set up under the laws of Bernuda
Name of trust: The Hulsmere Trust
Bank account with: CBH
☐ Brokerage accounts with:(tick where appropriate)
Please accept my/our telephone, fax, email or safemessage instructions, without reference number, and carry them out even when not confirmed in writing.
I/We assume All risks and especially those caused by a transmission error of misunderstanding as a result of this method of communication and including any genuin mistake on your part concerning my/our identity. We release you from all responsibility in this respect.
I/We acknowledge that no documentation, account information etc will be mailed, faxed emailed or delivered out in any way, to me/us, without my/our written request to do so My/Our client administration file will be maintained at the offices of EuroHelvetic TrustCo S.A. This file, containing account records and correspondence, will be made available for my/our review, at the offices of EuroHelvetia TrustCo S.A., on reasonable notice.
You may invoke these instructions and releases in relation to me/us and al representatives who have been or will be appointed by me/us.
You may deduct all EuroHelvetia TrustCo fees from balances held in my/our accounts.
Agreed
In the presence of
Date: 08.04.11

### HOLD HARMLESS GUARANTEE

To

Directors of Epsom Trust S.A.

P.O. Box 691

1215 Geneva 15 - Airport

Switzerland

In consideration of your agreeing to act as Trustee for Husmere Trust

I (we jointly and severally) Olga Tukhonora

of Ann Bychkovoy St. App 10, Yekaterinburg, Russia

Beneficial owner(s) of the above named trust hereby UNDERTAKE AND AGREE to hold you harmless from any liability, financial or otherwise, which you might incur in your capacity (ies) as

Directors and Officers

of Epsom Trust S.A., Trustees of The Hilsmere Trust

for any reason whatsoever other than by reason of your own willful fraud or wrongdoing and I (we jointly and severally) FURTHER UNDERTAKE AND AGREE to give you all the assistance to ensure the smooth, swift and efficient flow of all related business.

SIGNED this the day of April, 2011

By the said:

Signature

frest-

In the presence of

## HOLD HARMLESS GUARANTEE

T	o'	

EuroHelvetia TrustCo. S.A.

P.O. Box 691

1215 Geneva 15 - Airport

Switzerland

In consideration of your agreeing to act as Directors of HUSMER S.1	٩
I (we jointly and severally) Olga Tikhonova	
_	



of Ann Bychkoroy St. App 10, Yekateriburg, Russia

Beneficial owner(s) of the above named Corporation hereby UNDERTAKE AND AGREE to hold you harmless from any liability, financial or otherwise, which you might incur in your capacity (ies) as:

Directors and Officers

of Hillsmere S.A	
------------------	--

for any reason whatsoever other than by reason of your own willful fraud or wrongdoing and I (we jointly and severally) FURTHER UNDERTAKE AND AGREE to give you all the assistance to ensure the smooth, swift and efficient flow of all related business.



SIGNED this 8th day of April, 2011

By the said:

Signature

Hust-

In the presence of:.

4 of 5

# Appendix Exhibit RRR

## THE HILLSMERE TRUST

THIS DOCUMENT IS A DECLARATION OF TRUST made on the 12th day of May, Two Thousand and Eleven between Epsom Trust S.A. of P.O. Box 556, Charlestown, Nevis, hereinafter called the "Original Trustee" and EuroHelvetia TrustCo. S.A. of World Trade Centre I, P.O. Box 691, CH-1215 Geneva 15, Switzerland hereinafter called the "Present Protector".

## WHEREAS

Two shares in Hillsmere S.A; have been settled on the Original Trustee with the intent that it should make this Settlement.

## THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS

The following terms have the following meanings:

- (I) The "Trustee" means the Original Trustee or the trustees or trustee for the time being of this Settlement.
- (II) The "Protector" means the present Protector or protector for the time being appointed of this Settlement.
- (III) The "Trust Fund" means:
  - a) The said two shares in Hillsmere S.A;
  - All assets paid or transferred to and accepted by the Trustee in addition to the Trust Pund;
  - The assets from time to time representing such shares and additions.
- (IV) The "Vesting Day" means the day on which shall expire the period of eighty years from the date of this Settlement or such earlier day as the Trustee may at any time by Deed appoint.
- (V) The "Beneficiaries" means:
  - The American Institute for Cancer Research, 1759 R. Street NW, Washington DC 2009;
  - Multiple Sclerosis Society of Great Britain and Northern Ireland, 25 Effic Road, Fulham, London SW6 IBE;
  - c) Such person or persons as the Trustee with the prior written approval of the Protector may by Deed appoint.

The Hillsmere Trust-2869





- (VI) Always provided that the Trustee with the prior written consent of the Protector may by Deed declare that any person or institutions shall cease to be Beneficiary without prejudice to any prior acts or appointments of capital or income already made.
- (VII) Excluded Persons means all and any persons specifies in the section 14 hereto;

## 2. THE TRUSTEE

The Trustee shall stand possessed of the Trust Fund and the income thereof or any part of either upon such Trusts for the benefit of the Beneficiaries or any one or more of them exclusive of the other or others in such shares and in such proportions and subject to such terms and limitations and with and subject to such provisions for maintenance, education, or advancement or for accumulation of income during minority or for the purpose of raising a portion or portions of for forfeiture in the event of bankruptcy or otherwise and with such discretionary trusts and powers exercisable by such persons as the Trustee shall appoint from time to time by Deed or Deeds revocable or irrevocable executed before the Vesting Day.

## 3. INCOME

- (a) The Trustee may accumulate the income or any part thereof and add such accumulations to the capital of the Trust Fund but with the power at any time to treat the accumulations already made, or any part thereof, as current income.
- (b) The Trustee may pay or apply the whole or any part of the income of the Trust Fund to or for the benefit of all or such one or more of the Beneficiaries in such proportions and in such manner the Trustee thinks fit.

## 4. CAPITAL

- (a) The Trustee may with the prior written consent of the Protector from time to time pay or apply the whole or any part of or parts of the capital of the Trust Fund to or for the benefit of all or such one or more exclusively of the others or other of the Beneficiaries for the time being living and ascertained in such shares if more than one and in such manner as the Trustee shall think fit.
- (b) The Trustee shall stand possessed of the Trust Fund on the Vesting Day and (subject to any appointment made as aforesaid and to the provisions of the last preceding sub-clause) in trust as to income and capital for such of the Beneficiaries as shall then be living and ascertained or any one or more of them in such share as the Protector may prior to or upon the Vesting Day by writing appoint and subject to and in default of any such appointment as the Trustee shall in its discretion think fit.
- (c) Subject to the foregoing Trusts, the Trustee shall stand possessed of the Trust Fund and the income thereof in trust for such charitable purposes as the Trustee shall determine.

The Hillsmere Trust-2869

- 2 -.





## 5. INVESTMENT

The Trustee shall have the same full and unrestricted powers of investing and transposing investments in all respects as if it were absolutely entitled thereto beneficially, and shall in its absolute discretion invest any sums subject to the Trusts hereof as it thinks fit.

No Beneficiary shall be entitled as such Beneficiary to compel the Trustee to sell, realise or purchase any investment whether or not producing income.

## 6. ADDITIONAL TRUSTEE POWERS

The Trustee shall until the Vesting Day have the following additional powers:

- (a) Power to allow the Trust Fund to remain in the actual state of investment as long as the Trustee may think fit and at any time sell, call in, or convert into money the investments or any part thereof.
- (b) Power to charge or vary any investments for the time being forming part of the Trust Fund.
- (c) Power to permit any person entitled to any interest in the Trust Fund in possession or not, whether vested or contingent, to reside in any dwelling or occupy any land or buildings or have custody and use of any chattels upon conditions as the Trustee thinks fit.
- (d) Power to mortgage or charge the Trust Fund or any part thereof for any purpose as the Trustee thinks fit.
- (e) Power to receive property of any kind by gift or by will or from any other Trust as additions to the Trust Fund.
- (f) Power to take legal advice and opinions concerning any matter as the Trustee shall think fit.
- (g) Power to employ and to pay at the expense of the Trust Fund any agents or advisors or bankers or brokers or other persons or firms as the Trustee shall think fit to transact any business or do any act.
- (h) With the prior written consent of the Protector power to pay or transfer the whole or any part of the Trust Fund to the Trustee or Trustees for the time being of any other irrevocable settlement whereunder all or any of the Beneficiaries (and no other person) are Beneficiaries to be held by such Trustee or Trustees as an addition to the property comprised in such settlement, whether or not such settlement be governed by the laws of the Island of Bermuda.
- (i) Power to promote, incorporate, acquire, operate, control, manage and carry on the running of any company or limited company for any purpose including the acquisition of the whole or any part of the Trust Fund. Power to retain all or any other rights and interests in any company for as long as they think fit notwithstanding any professional advice to the contrary.

The Hillsmere Trust-2869

- 3 -.





Power to not be bound or required to exercise control or to interfere in or become involved in the management, administration or conduct of any company or limited company, nor to exercise any voting or other rights. Power to leave the administration management and conduct of the business and affairs of any company to the directors, officers and other authorised persons and not be bound or required to supervise and to assume that any company is being managed and conducted honestly, competently and diligently, and not to be bound to seek proof of the accuracy or truthfulness of any information supplied to it.

## 7. LOANS

The Trustee may at any time lend moneys forming part or all of the Trust Fund either with or without any security to any Beneficiary for the time being or may make any property subject to the Trusts hereof available as security for any loan raised or to be raised by any such Beneficiary.

## 8. BANKING

The Trustee may at all times lodge liquid assets belonging to the Trust Fund with a bank of international standing but no Trustee shall be held liable for any loss or damage arising therefrom.

## 9. DISCRETION

No Trustee shall be held liable for any loss or damage occurring as a result of it concurring or refusing or failing to concur in any exercise of any discretion or power hereunder. Save in so far as the consent of the Protector is required, every discretion or power conferred on the Trustee is an absolute and uncontrolled discretion or power.

## 10. LIABILITY

The Trustee shall not be liable for any loss to the Trust Fund arising by reason of any improper investments made in good faith or in consequence of the failure, depreciation or loss of any investment made in good faith, or for the negligence or fraud of any agent employed in good faith by the Trustee, or by reason of any other matter or thing except the willful and individual fraud or wrong-doing on the part of the Trustee who is sought to be made liable.

## 11. TERMS

Any corporate Trustee hereof including the Original Trustee may as such Trustee act on its terms and conditions including the right to remuneration in force at the date hereof or as amended from time to time.

The Hillsmere Trust-2869

-4-.



### 12. **TAXATION**

In the event of taxation of any kind becoming payable by the Trustee in respect of the Trust Fund or any part thereof the Trustee may pay such taxation of the Trust Fund at its complete discretion.

### 13. SECRECY

The Trustee shall not except under compulsion of law or otherwise subject to the prior written consent of the Protector divulge or disclose to any tax or fiscal authority any information relating to the Trust Fund, the assets thereof or Beneficiaries hereunder.

### 14. **EXCLUDED PERSONS**

The following personas are excluded from being appointed as beneficiaries:

- The Protector
- ii. The Trustees
- The Spouse of the Protector and the Spouse of the Trustees íii.
- Any persons from whom the trustees shall at any time during the Trust Period accept money investments or property as part of the Trust Fund.
- The Spouse of any persons referred to in (iv) above Any person who is held to be a settlor of the trust v.
- vi.
- The spouse of any persons referred to in (vi) above. vii.

### 15. THE PROTECTOR

The Protector may at any time by instrument in writing irrevocably appoint any individual or company to be the next succeeding Protector, and if such individual or company consents in writing such individual or company forthwith becomes the next succeeding Protector.

The Protector shall be entitled to be reimbursed reasonable expenses.

### 16. THE TRUSTS

The Trusts hereby created shall be irrevocable.

### 17. TRUSTEES

The power to remove Trustees and appoint new or additional Trustees shall be vested in the Protector for the time being hereof. The Protector shall exercise such power by simple notice in writing addressed by registered mail to the current Trustees.

The Hillsmere Trust-2869

-54



# Appendix Exhibit SSS

5424078	2
17 - 1	809

## ARTICLES OF INCORPORATION

OF

## HILLSMERE S.A.

## PURSUANT TO THE MARSHALL ISLANDS BUSINESS CORPORATIONS ACT

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Marshall Islands Business Corporations Act, does hereby make, subscribe, acknowledge and file with the Registrar of Corporations this instrument for that purpose, as follows:

A. The name of the Corporation shall be:

## HILLSMERE S.A.

- B. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the Marshall Islands Business Corporations Act;
- C. The registered address of the Corporation in the Marshall Islands is Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960. The name of the Corporation's registered agent at such address is The Trust Company of the Marshall Islands, Inc.
- D. The aggregate number of shares of stock that the Corporation is authorized to issue is Two (2) registered shares with a par value of One U.S. Dollar (US\$1.00) per share.
- E. The Corporation shall have every power which a corporation now or hereafter organized under the Marshall Islands Business Corporations Act may have.





5424078 Z 808

F. The name and address of the incorporator in:

Name

Post Office Address

Majuro Nominees Ltd.

P.O. Box 1405 Majuro Marshall Jalands

- G. The Board of Directors as well as the shareholders of the Corporation shall have the authority to adopt, amend or repeal the bylaws of the Corporation.
- H. Corporate existence shall begin upon filing these Articles of Incorporation with the Registrar of Corporations as of the filing date stated on these Articles.

IN WITNESS WHEREOF, I have executed this instrument on May 12, 2011.

Majuro Nominees Ltd. Incorporator

bv:



# Appendix<br/>Exhibit TTT

Intitulé/numéro de compte : 18999
-----------------------------------

## CBH Compagnie Bancaire Helvétique SA

_	
•	$\Gamma$
3.	Informations relatives à la/aux personne(s) qui est/sont le/les premier(s) bénéficiaire(s), ou au(x) groupe(s) de personne pouvant entrer en ligne de compte comme bénéficiaires (par ex. « membres de la famille du settlor »), lorsqu'il n'existe pas d'ayant droit économique déterminé fiduciaire(s)):
	Nom(s), prénom(s): TIKHONOVA, Olga
	Date(s) de naissance : 1989
	Nationalité(s): Russian
	Adresse(s) de domicile, Etat(s): Ann Bychkovoy Street, App #10, Yekaterinburg, Russia
	Nam/s) prépam/s):
	Nom(s), prénom(s):
	Nationalité(s):
	Adresse(s) de domicile, Etat(s):
	Nom(s), prénom(s):
	Date(s) de naissance :
	Nationalité(s):
	Adresse(s) de domicile, Etat(s):
4.	nformations relatives au(x) protector(s) et/ou aux tiers au bénéfice d'un pouvoir de nomination ou de désignation, pour autant que ce pouvoir permette d'exiger des représentants (trustees, membres du conseil de la fondation, etc.) qu'ils disposent des valeurs ou qu'ils modifient l'attribution des valeurs ou la désignation des bénéficiaires :
	Nom(s), prénom(s): EuroHelvetia TrustCo S.A.
	Date(s) de naissance :
	Nationalité(s) : Swiss
	Adresse(s) de domicile, Etat(s): Rte. de l'Aeroport 10, WTC 1, I215, Geneva
on	s) soussigné(s) confirme(nt) qu'il(s) est/sont autorisé(s) à ouvrir un compte/dépôt auprès de la banque pour le trust/la dation, etc.  es soussigné(s) s'engage(nt) à communiquer spontanément les modifications à la banque.  Signature(s)
15.	07.11
۱ ۵	ait de remniir intentionnallement co fermulaire de manière emenée est punicable (64, 954, d., 954, d., 954, d.,

Le fait de remplir intentionnellement ce formulaire de manière erronée est punissable (Art. 251 du Code pénal suisse, faux dans les titres ; peine privative de liberté jusqu'à 5 ans ou peine pécuniaire).



Demande d'ouverture de compte.

i	Profil Client		
	N° Compte réservé: 18999	intitulé du Co	empte prévu : Hillsmere S.A.
	☐ Titulaire		
	Ayant Droit Economique		
	Fondé de procuration et/ou titulaire d'une c	arte de crédit	
	(veuillez cocher la/les case(s) appropriée(s))		
	Données générales (personne morale)		
	Raison sociale: Hillsmere S.A.		
<b></b>	Juridiction d'incorporation: Marshall Islands		Date d'incorporation: 12.05.2011
)	Le titulaire est-ii une "US Person" ? :   Oui	Non	
)	Adresse du siège:		
	Organe de contrôle:		
	Téléphone : +	Site Web:	
	Téléfax:+	E-mail:	Š
	Les locaux de l'entreprise ont-ils été visités? 🔲 O	ui 🗌 Non	
	Nom des principaux actionnaires et participation(s)	) (%)	
	The Hillsmere Trust 100%		
	Chiffre d'affaire du dernier exercice:	merciale)	
	Secteur d'activité:		
7	Nombre d'employés:		
	Origine des fonds:		
	Funds will be transferred through 18968 ap Which they will deal with between them per	pprox 20k initially rsonally.	to start off the account, which will be in the form of a loan,
	Données personnelles (si personne physiq	rue)	
	Nom: TIKHONOVA		Prénom : Olga
	Adresse (fournir une preuve du domicile si le pays de la nationalité n'est pas idem au pays du domicile): 105, Ann Bychkovoy Street, apartment #10		
,	Code postal: Ville:Yekaterinburg	Pays:Russia	Nationalité :Russian
	Date de Naissance : 17.10.1989		Passeport N°
•	Γéléphone : +079028753531		Mobile:+
•	Téléfax : + E-mail :		Site Web de la société:

1

# Appendix Exhibit UUU

## Due diligence questionnaire

Personal information
Surname: TIKHONOVA First name(s): OLGA
Legal address: ANNY BYCHKOVOY Str 10-105
RUSSIA YEKATEMINBURG
Telephone number: 7.902875.3531 Fax number:
Mobile number: E-mail:
Nationality: R.N.S. IAN Passport number: WWW.176 47
Date of birth: #1989 Profession: Ballroom Dance.
Marital status: Single
Name of spouse:
Number of children: N/A Name(s) of children: N/A
Financial situation
Personal net worth: \$1,000,000 USD
Estimated annual income: \$.250,000 USD.
Source of funds to be under administration:
A farmer to start in the form of a Loan. Asset acquired
Anticipated activity for funds under administration:
Investments and Trading in North American Markets
Do you have a criminal record
Are you being or have you ever been investigated by any regulatory authority (SEC, BCSC, FSA or similar)
Client signature: Date: 08-th April 2011
in the presence of





# Appendix Exhibit VVV

## Due diligence questionnaire

Personal information
Surname: Yurov Skaya First name(s): A Liva
Legal address: Yekatezinburg, Bolshakova St. 22/4-72
Russia
Telephone number: 79221717165 Fax number:
Mobile number: 07922179465 E-mail: alua -reamal. ru
Nationality: Russian Passport number: \$295
Date of birth: #87 Profession: VICE PRESIDENT OF INTERNATIONAL SALES
Marital status: SINGLE
Name of spouse: N/A Date of birth: 1987
Number of children: Name(s) of children: NAME(s) of children: NAME(s)
Financial situation
Personal net worth: \$ Intellion
Estimated annual income: 18.250,000
Source of funds to be under administration:
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Anticipated activity for funds under administration: Investments 9 trading
un North American markets
Do you have a criminal record
Are you being or have you ever been investigated by any regulatory authority (SEC, BCSC, FSA or similar)
Client signature: Date: 08.04.1
In the presence of





## Appendix Exhibit WWW

## Case 4:14-cv-02345 Document 55-11

5-11 Filed on 08/14/15 in TXSD Page 91 of 157 DUPLICATE COPY Account Ending 3-03005 p. 18/24 ANDREW FARMER **Detail Continued** \*\* Foreign currency charges subject to a conversion fee equal to 2.7% Foreign of the converted US dollar amount. See page 2 for details. Spend **Amount** ST.LUKE'S SLINTERNESUGARLAND ΤX \$3,600.00 03/30/11 8323552757 Price Description \$3,600.00 HOSPITAL CVS 3177 03177 HOUSTON TX \$48.93 03/30/11 DRUG STORE/PHARMACY RICE VILLAGE # 11 80HOUSTON TX \$14.42 03/31/11 7139427081 ΤX MENS WEARHOUSE 10270HOUSTON \$107.24 03/31/11 **DRY CLEANER** LOEHMANN'S - #123 00HEDWIG VILLAG TX \$23.37 03/31/11 WOMEN'S CLOTHING Description **CLOTHING AEROFLOT RUSSIAN AIRUSA** \$677.30 04/01/11 **AEROFLOT** Carrier: Class: From: MOSCOW SHEREMETYEV SU L **EKATERINBURG GENEVA** SU L ٧ MOSCOW SHEREMETYEV SU **EKATERINBURG** SU Ticket Number: 55579699468252 Date of Departure: 04/01 Passenger Name: YUROVSKAYA/ALINA Document Type: PASSENGER TICKET \$677.30 **AEROFLOT RUSSIAN AIRUSA** 04/01/11 **AEROFLOT** Class: To: Carrier From: MOSCOW SHEREMETYEV **EKATERINBURG** SU SU **GENEVA** L ν MOSCOW SHEREMETYEV SU **EKATERINBURG** SU Date of Departure: 04/01 Ticket Number: 55579699468241 Passenger Name: TIKHONOVA/OLGA Document Type: PASSENGER TICKET NORDSTROM 730 0730 HOUSTON TX \$246.70 04/01/11 **DEPARTMENT STORE** Description SM LEATHR GOODS EXPEDIA\*136380601243800-397-3342 WA \$2,967.92 04/01/11 425-564-7290 TX \$37.82 **RUDY'S SPRING #208 OSPRING** 04/01/11 5122630929 Description

Continued on next page

\$27.61

\$1,026.00

\$250.00

\$100.00

ΤX

TX

ΤX

TX

**RESTAURANT CHARGES** 

Hilton Skyline GrillHouston

TAXICAB & LIMOUSINE

**BEAUTY/BARBER SHOP** 

7136228007

(713)577-6006

04/01/11

04/02/11

04/02/11

04/03/11

VICTORIA'S SECRET STHOUSTON

**ROYAL CARRIAGE LIMOUHOUSTON** 

M SALON M SALON HOUSTON

# Appendix Exhibit XXX

To:

David M. Loev[dloev@loevlaw.com]

Cc:

john@loevlaw.com[john@loevlaw.com]

From: Sent: Andrew Farmer

Seik. II

Tue 3/13/2012 2:23:15 PM

Importance:

Normal

Subject: Re: Updated Chimera 10-Q/A

Approved to file.

Thanks,

Andrew Farmer Iridium Capital Limited (832) 364-6317 (832) 553-3080 Fax (619) 247-2680 Cell

On 3/13/12 12:08 PM, "David M. Loev" <dloev@loevlaw.com> wrote:

>Andrew,

>

>See amended 10Q for review and approval for filing. We added XBRL >information to the exhibit table and put 10-Q/A Amendment No. 1 to cover >page:

>

>Regards,

>

>David M. Loev

>The Loev Law Firm, PC

>6300 West Loop South

>Suite 280

>Bellaire, Texas 77401

>(713) 524-4110 - phone

>(713) 524-4122 - fax

>(713) 920-9372 - efax

>dloev@loevlaw.com

>http://www.loevlaw.com

# Appendix Exhibit YYY

To: Alyssa Vasquez[alyssa@loevlaw.com]

Cc: David Loev[dloev@loevlaw.com]; Charles Grob[cgrob@chimeraenergyusa.com]

From: Andrew Farmer

**Sent:** Fri 7/27/2012 12:28:53 PM

importance: Normal Subject: Chimera Energy Corp

CHMR - China Inland Oil Option - 7.26.12.docx

Alyassa,

Please prep the attached agreement for edgar filing. I am finalizing the 8-k now.

Let me know ASAP if there is an issue with the Chinese characters.

Thanks,

Andrew Farmer

## **Iridium Capital Limited**

(832) 364-6317

(832) 553-3080 Fax

(619) 247-2680 Cell

## LICENSE AGREEMENT

许可证协议

Agreement made, effective as of July 26, 2012, by and between Chimera Energy Corp of the USA, here referred to as licensee, and China Inland Oil Exploration Company of Chencunzhen, Guangdong Province, China, here referred to as licensor.

该协议由美国 Chimera 能源公司(这里称为被许可方)与中国广东省陈村镇中国大陆石油勘探公司(这里称为许可方)签署,生效口期为 2012 年 7 月 26 号。

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

考虑到该协议中彼此间的承诺,双方达成以下协议:

## SECTION ONE. 第一部分

GRANT OF LICENSE; DESCRIPTION OF PROCEDURE 颁发许可证: 流程描述

Licensor grants to licensee a license, subject to all of the terms and conditions of this agreement, the right to institute the development and use of materials, ideas, directions and all associated Intellectual Property associated with: The exclusive use, development rights, modifications and branding of the environmentally friendly oil & gas extraction procedure for shale to replace hydraulic fracturing that is known as Non Hydraulic Extraction.

以协议中所有的条款和条件为依据,许可方授权被许可方许可证,被许可方有权制定材料的开发和使用,思路,方向以及所有相关的知识产权的使用,包括:独家使用,发展权利,修改以及为了取代水力压裂而从页岩中提取油和天然气的绿色环保过程的商标标志,这种被称为非液压萃取。

## SECTION TWO.

第二部分

## LIMITATION TO DESCRIBED PURPOSE

所描述目的的限制

"Non Hydraulic Fracturing" shall be used by licensee solely for development and marketing for the purpose of profit during the period beginning July 26, 2012, and continuing until this agreement is terminated as provided in this agreement.

自协议生效日,2012 年 7 月 26 日起直至该协议中提供的终止时间,许可方应仅在以盈利为目的的发展及市场营销方面使用"非水力压裂"。

1

## SECTION THREE.

第三部分

## PERIODIC PAYMENTS 分期付款

Licensee shall pay licensor for this license at the rate of \$ 5,000.00 USD per month, payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance promptly on the last day of each month thereafter during the continuation of this agreement. 被许可人应每月向许可人支付\$ 5,000.00 美元用于使用许可证,需提前付款。首付款应在上述规定的期限开始之日起支付。随后的款项应及时在本协议延续期内每月的最后一天提前支付。

## SECTION FOUR. 第四部分

## VARIABLE PAYMENTS 可变支付

In addition to making the payments provided for in Section Three of this agreement, licensee shall make payments based on the profits generated from Non Hydraulic Extraction. Such payments shall be at the rate of 20% of net profits generated from Non Hydraulic Extraction and any technology developed from the procedure for a period of ten years after the first revenues are generated from utilization of the Procedure. Such payments will be made on a quarterly schedule, due 30 days after the close of each quarter. Payments will be calculated under GAAP. All payments shall be supported by appropriate statements certified by licensee.

除了在本协议第三条规定的款项支付,被许可方须支付基于非液压萃取而产生利润的款项。这些款项应是从非液压萃取以及使用该流程产生的第一笔收入后 10 年内关于流程的任何技术的发展所产生的净利润的 20%。款项应以季度支付,每季度结束后的 30 天内到期。款项应以公认的会计准则计算。所有的款项应由被许可方适当的声明证实。

## SECTION FIVE.

第五部分

## TERMINATION 协议终止

A. Either party may terminate this agreement at any time in the first 12 months, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than 30 days prior to the date specified in such notice for the date of termination.

任何一方在协议开始 12 个月内随时均可终止本协议,不考虑问对方发出书面通知的付款期限,该通知应详细说明终止本协议日期,并在指定终止日期前不超过 30 天发出。

B. Beginning on the 13<sup>th</sup> month, Licensor may not cancel this contract if Licensee is current on all terms and in good standing regarding the terms of this agreement. Licensee's right to terminate this agreement at any time without regard to payment periods by giving written notice to the other shall not be affected and is extended throughout the term of this agreement. such notice to be given not less than 30 days prior to the date specified in such notice for the date of termination

从第 13 个月开始,如果被许可方目前遵守所有条款并有良好的信誉,许可方不得取消本协议。不考虑向对方发出书面通知的付款期限,被许可方随时终止本协议的权利不会受到影响其延长整个协议期限。该通知应详细说明终止本协议日期,并在指定终止日期前不超过 30 天发出。

C. If licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, licensor may terminate this agreement by giving written notice to the licensee, specifying the date of termination, such notice to be given not less than 30 days prior to the date specified in such notice for the date of termination.

如果被许可方分配债权人的利益,或被接管,或被裁定破产,或利用任何破产或破产法,许可方应向被许可方发出书面通知终止本协议,该通知应详细说明终止本协议日期,并在指定终止日期前不超过30天发出。

## SECTION SIX.

第六部分

## GOVERNING LAW 基本法

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, USA. 经双方同意,本协议应受美国得克萨斯州的法律规定进行解释和执行,

## SECTION SEVEN.

第七部分

## ENTIRE AGREEMENT 全部协议

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. 本协议构成双方之间的全部协议,任何事先了解或本协议的日期前的任何表现形式,除纳入本协议的范围内,不得对任何一方当事人具有约束力。

## SECTION EIGHT. 第八部分

## MODIFICATION OF AGREEMENT 协议的修改

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

本协议的任何修改或任一方承担的与本协议有关的额外义务,在双方或各方授权代表签署的书面证明的情况下方才具有约束力。

## SECTION NINE.

第九部分

## NOTICES 通知

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

任何为本协议做准备或涉及本协议的通知应以书面形式, 如发送到双方各自的地址, 须使用已认证或注册的邮件, 如在本协议开始所述。

In witness, each party to this agreement has caused it to be executed on the date indicated below.

此证,本协议的双方在以下注明日期之日起执行。

/s/ Zeng Zong

Zeng Zong, Director

Date: July 26, 2012

China Inland Oil Exploration Company

/s/ Charles Grob

Charles Grob, President

Chimera Energy Corp.

Date: July 26, 2012

Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Information about CHMR - China Inland Oil Option - 7.26 Page 101 of 157

C:\Users\VydashenkoN\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\...



## Read-Only Document

This document has been opened in read-only mode. Changes cannot be made to the original document. To save changes, create a new copy of the document.



## Permissions

Anyone can open, copy, and change any part of this document.



## Prepare for Sharing

Before sharing this file, be aware that it contains:

- □ Document properties
- Footers
  - Content that people with disabilities find difficult to read



Versions •

## Versions

There are no previous versions of this file.



### Properties •

Size 34.8KB Pages Words 1868 **Total Editing Time** 5 Minutes Title Add a title Tags Add a tag Add comments

### Related Dates

Last Modified 7/27/2012 12:26 PM Created 7/27/2012 12:26 PM Last Printed Never

## Related People

Add an author Last Modified By Andrew Farmer

## Related Documents

Dpen File Location

**Show All Properties** 

# Appendix Exhibit ZZZ

Subject: Re: [FWD: Engagement Letter]

From: Eddie Austin (eddieaustinjr@yahoo.com)

To: thomas.massey@yahoo.com;

Date: Tuesday, July 31, 2012 10:06 AM

I just talked with Andrew. All is good, and Charles has the money to pay the retainer. The law firm needs to receive payment and the signed retainer letter by tomorrow so press can go out Thursday, though, so just follow up on that end. Let JB know and you can email him a copy of the retainer agreement.

Thanks, Tom

Sent from my iPad

On Jul 31, 2012, at 10:49 AM, Thomas Massey <thomas.massey@yahoo.com> wrote:

Not yet

Thomas Massey Cell

On Jul 31, 2012, at 9:25 AM, Eddie Austin <eddieaustinjr@yahoo.com> wrote:

This looks good to me. Let's move forward. Have you discussed this with Andrew?

Sent from my iPad

On Jul 30, 2012, at 8:06 PM, Thomas Massey <thomas.massey@yahoo.com> wrote:

Eddie, just FYI any comments are appreciated.

Thomas Massey Cell

Begin forwarded message:

From: <cgrob@chimeraenergyusa.com> Date: July 30, 2012 6:38:15 PM CDT

To: "Thomas Massey" <thomas.massey@yahoo.com>

Subject: [FWD: Engagement Letter]

Tom,

It look like it will be around 4-5K.

Charles Grob
Chimera Energy Corporation
President and CEO
2800 Post Oak Boulevard Ste 4100
Houston, TX 77056
Phone:

Fax: (832) 390-2350 <image.png>

----- Original Message ------- Subject: Engagement Letter

From: "Loren Smith"

<loren.smith@hulseyiplaw.com>
Date: Mon, July 30, 2012 6:18 pm
To: <cgrob@chimeraenergyusa.com>
Cc: <bill.hulsey@hulseyiplaw.com>,
<sabrina.eaton@hulseyiplaw.com>

Charles, it was a pleasure to chat with you this afternoon. As we discussed, please find an Engagement Letter attached for your review and signature. If you have any questions or concerns, please let me know. Otherwise, return a signed copy with the fee deposit and we can get started.

We look forward to working with you.

Sincerely,

Loren T. Smith
Managing Attorney, HULSEY, P.C.
Loren.Smith@HULSEYIPLaw.com
www.HULSEYIPLaw.com

(O); (C); (F) 512-478-9192 919 Congress Avenue, Suite 919 Austin, Texas 78701

<Description: Hulsey\_Email\_Logo.png>
Please do not send confidential, proprietary, or otherwise sensitive information via e-mail. E-mail is not a secure form of communication and may not be protected by the attorney client privilege.
Communication via e-mail does not establish an attorney-client relationship. Any information in any e-mail message from me or my office is intended for general informational purposes and is not intended to be, and shall not be relied upon, as legal advice. No information in an e-mail is a substitute for a personal

consultation with an attorney.

CONFIDENTIALITY NOTICE: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. This communication may also contain material protected and governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This e-mail is only for the personal and confidential use of the individuals to which it is addressed and contains confidential information. If you are not the intended recipient, you are notified that you have received this document in error, and that any reading, distributing, copying or disclosure is unauthorized. If you have received this communication in error, please notify the sender immediately by the telephone number above and destroy the message. <image.png>

<Loren T Smith.vcf>

<CCF07302012 00000.pdf>

\_

## Appendix Exhibit AAAA

To: 'Andrew Farmer'[andrew.farmer@iridiumcapitallimited.com]; 'Alyssa

Vasquez'[alyssa@loevlaw.com]

From: Hannah Loev

Sent: Fri 8/10/2012 11:53:33 AM

Importance: Normal

Subject: RE: Chimera Energy Corp.

submissionpdf.pdf

Andrew,

Attached is the 8k for review. Please advise of any changes and provide filing approval at your earliest convenience.

Thank you,

Hannah

Hannah M. Loev

President

Loev Corporate Filings, Inc.

5301 Holly St.

Bellaire, TX

832-607-1135 cell

713-667-5727 fax

From: Andrew Farmer [mailto:andrew.farmer@iridiumcapitallimited.com]

Sent: Friday, August 10, 2012 8:19 AM To: Alyssa Vasquez; Hannah Loev Subject: Chimera Energy Corp.

Please file the attached 8-k ASAP.

Thanks,

**Andrew Farmer** 

**Iridium Capital Limited** 

(832) 364-6317

(832) 553-3080 Fax

(619) 247-2680 Cell

No virus found in this message. Checked by AVG - <u>www.avg.com</u>

Version: 2015.0.5856 / Virus Database: 4306/9322 - Release Date: 03/17/15

# LOEV CORPORATE FILINGS, INC. Electronic EDGAR Proof

Job Number: 8K0900812

Filer: CHIMERA

Form Type: 8-K

Reporting Period / Event Date: 08/09/12

Customer Service Representative: LOEV

Revision Number:

This proof may not fit on letter-sized (8.5 x 11 inch) paper. If copy is cut off, please print to a larger format, e.g., legal-sized (8.5 x 14 inch) paper or oversized (11 x 17 inch) paper.

1

Accuracy of proof is guaranteed ONLY if printed to a PostScript printer using the correct PostScript driver for that printer make and model.

(this header is not part of the document)

# **EDGAR Submission Header Summary**

Submission Type 8-K
Live File on
Return Copy on

Submission Contact Hannah Loev
Submission Contact Phone Number 8326071135
Exchange NONE
Confirming Copy off
Filer CIK 0001532796

 Filer CIK
 0001632796

 Filer CCC
 xxxxxxxxx

 Period of Report
 08/09/12

 Item IDs
 8.01

 9.01

Notify via Filing website Only off

Emails hmloev@asapedgar.com

**Documents** 

8-K chimera8k080912.htm

Chimera Energy Corp. Form 8-K for August 9, 2012

EX-99,1 ex99-1.htm

**Press Release** 

**Module and Segment References** 

SECURITIES	A NIT	TYCU	COMM	TCCTAN
SECURITES	AIND	LACI		IOOIUI

WASHINGTON, D.C. 20549

Form 8-K

**CURRENT REPORT** 

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 9, 2012

Commission File Number 333-177406

#### Chimera Energy Corp.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

45-2941876 (I.R.S. Employer Identification No.)

2800 Post Oak Blvd Suite 4100 Houston, Texas (Address of principal executive offices)

77056 (Zip Code)

Registrant's telephone number, including area code: (832) 390-2334

k the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following isions:
Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 8.01: OTHER EVENTS

On August 9, 2012 Chimera Energy Corp. (the "Company" or "Chimera") issued a press release related to a Memorandum of Understanding executed between the Company and Petroleos Mexicanos, commonly known as PEMEX.

This press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

ITEM 9.01: FINANCIAL STATEMENTS AND EXHIBITS

Exhibit Number Description

99.1 Press Release issued by Chimera Energy Corp., dated August 9, 2012

**SIGNATURES** 

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Chimera Energy Corp.

By: /s/ Charles Grob Charles Grob Chairman and CEO

Date: August 10, 2012

#### **EXHIBIT 99.1**

PEMEX Signs Deal with CHMR for New Non-Hydraulic Shale Oil Extraction System Designed to Safely Replace Hydraulic Fracturing

Houston, TX—August 9, 2012—Chimera Energy Corp (OTCBB: CHMR) announced today that they have executed a Memorandum of Understanding with PEMEX, also known as Petroleos Mexicanos, regarding the utilization of CHMR's revolutionary exothermic Non-Hydraulic Extraction method throughout Latin America. The Non-Hydraulic Extraction method is a revolutionary Shale Oil extraction technology designed to safely and economically replace hydraulic fracturing (AKA fracking and fracing) without negative environmental impacts. The new process uses no water.

PEMEX is the largest company in both Mexico and all of Latin America. Some of the largest concentrations of Shale Oil in the world are located throughout Latin America. The MOU precedes a supplemental encompassing agreement.

Non-Hydraulic Extraction has recently emerged to be asserted as a cheaper and more effective extraction method that does not affect groundwater at all. Chimera Energy Corp is in the process of reengineering this new method for mass production, relicensing and sales. For a description of how Non-Hydraulic Extraction works, high-speed broadband users may visit <a href="https://www.zerowaterfracking.com">www.zerowaterfracking.com</a>

Or you may alternatively visit www.chimeraenergyusa.com/investors.litinl

Chimera Energy Corp is a Texas corporation listed on the OTCBB under the trading symbol CHMR. Chimera Energy Corp (CHMR) acquires, develops, licenses and sells new energy technology and products that are designed to profit from the current domestic shale oil boom. CHMR competes in an industry sector that includes Halliburton (NYSE: HAL), Schlumberger (NYSE: SLB), EnCana Corporation (NYSE: ECA) and Continental Resources, Inc. (NYSE: CLR)

More information about Chimera Energy Corp may be found at www.ChimeraEnergyUSA.com

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995: This news release contains forward-looking information within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements that include the words "believes," "expects," "anticipate" or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the company to differ materially from those expressed or implied by such forward-looking statements. In addition, description of anyone's past success, either financial or strategic, is no guarantee of future success. This news release speaks as of the date first set forth above and the company assumes no responsibility to update the information included herein for events occurring after the date hereof.

Media Contact: Charles Grob Chimera Energy Corp 832-390-2334

# Appendix Exhibit BBBB

To:

David M. Loev[dloev@loevlaw.com]

From:

Andrew Farmer

Sent:

Tue 8/14/2012 1:47:33 PM

Importance:

Nomal

Subject: Re: CHMR and NVMN

Sounds like extortion to me. I'll call you later this afternoon to discuss.

Sent from my iPhone

On Aug 14, 2012, at 1:22 PM, "David M. Loev" < dloev@loevlaw.com > wrote:

Andrew.

See correspondence below regarding article that is or has been prepared.

David M. Loev

The Loev Law Firm, PC

6300 West Loop South

Suite 280

Bellaire, Texas 77401

(713) 524-4110 - phone

(713) 524-4122 - fax

(713) 920-9372 - efax

dloev@loevlaw.com

http://www.loevlaw.com

From: infitialis1 [mailto:infitialis1@gmail.com]
Sent: Tuesday, August 14, 2012 12:58 PM

To: <a href="mailto:dloev@loevlaw.com">dloev@loevlaw.com</a>
Subject: CHMR and NVMN

#### http://www.scribd.com/doc/102765668/CHMR

Do you have any comments as to why you are involved with these two scams?

In Part 2 I will be highlighting your firms involvement. If you provide me with additional information and appear to be in the public's interest I will consider writing neutral opinions on the Loev lawfirm.

Infitialis

No virus found in this message. Checked by AVG - <u>www.avg.com</u>

Version: 2015.0.5856 / Virus Database: 4306/9322 - Release Date: 03/17/15

#### Seeking Alpha









- Home
- Portfolio |
- Market Currents
- Investing Ideas
- Dividends & Income |
- ETFs
- Macro View |
- Alerts
- Sign in / Join Now

This article was sent to 65 people who get email alerts on CHMR.OB.

Which cover: new articles | breaking news | earnings results | dividend announcements
Get email alerts on CHMR.OB »

Seeling Mate<sup>®</sup>

search by symbol, aut	hor, key			
Loading				
Symbols:		*	•	
Authors:				

# Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous Scams - Part 1: CHMR

August 15, 2012 | 37 comments by: Infitialis | about: CHMR.OB, includes: GOOG, NVMN.OB, YHOO

After learning about the world of OTCBB scams and issuing our <u>first piece of research</u> on Quest Water Global (<u>OWTR</u>) we thought we had experienced one of the nastiest manifestations of micro-cap fraud. Here we had a company that was clearly setup to sell shares to US investors at inflated prices by undisclosed persons residing offshore. Worst, the story being sold to naïve investors was one of a humanitarian mission that would help produce water from air to the impoverished in Angola.

Then we encountered Chimera Energy Corp. (CHMR.OB) and Nova Mining Corp. (NVMN.OB) two interrelated scams that combined have less than \$130,000 in cash, no physical office space, and negative shareholder equity

**EXHIBIT** 

SEC-LoevD-E-0002751

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

that have been manipulated to a combined market valuation nearing \$200,000,000 by an unnamed Houston based stock promoter.

Unfortunately the facilitator of these stock scams and many others like it is one of our country's most innovative and respected companies: Google (GOOG) - through their online advertising system AdWords. Without Google, scams like CHMR and NVMN would never find their way to the portfolios of naive investors. Google is the trusted bridge investors cross when searching for keywords that are relevant to their investment goals. Keywords such as: "Safe investments", "Online Trading", and "Fixed Investments". Only on the other side of this bridge are stock promoters who pay more than TD Ameritrade or E\*TRADE for the right to place their ads on top of Google's search results. Inexperienced investors click these ads and eventually a few take the bait purchasing shares directly from promoters for \$1, \$2, and even \$3 a share having no idea that the shares being sold to them were purchased for less than half a penny and that the company underlying these shares has no inherent value.

We sincerely believe that Google executives are completely in the dark and don't fully comprehend the destruction in wealth being facilitated by these ads. We remind Google to refer to its <u>Prospectus from 2004</u> where it stated "DON'T BE EVIL"

TO RETIS STA.

The first of the policy promption and page one or or or formating a collect statement of the collect promption of the policy of

In our view Google should **not allow non-registered firms to advertise any securities period**. Just as Google does not allow offshore gambling sites from advertising to U.S. persons it should regulate the entities bidding on financial related keywords. A copy of this report was forwarded to Google's Chief of Compliance. We recommend that readers who share this view do the same.

In Part 1 of this report we will cover CHMR - a Company with one employee and tangible equity of just \$4,549 (not even enough to buy a 2003 Ford Focus) that is valued at \$120,000,000 with nearly \$40,000,000 in free trading float shares being liquidated into unsophisticated retail investors. Part 2 will cover NVMN and more details on the identity of the man from Houston orchestrating these frauds through offshore companies in the Marshall Islands.

## Chimera Energy (CHMR) Fundamentals

Shares Outstanding	66,000,000
Current Share Price (8/9/2012)	S1.85
Market Capitalization:	\$122,100,00
Cash as of March 30,2012	\$97,708 (likely much lower now)
Debts & Liabilities as of March 30, 2012	\$-111,929 (likely higher now)
Shareholder Equity as of March 30, 2012	\$4,549

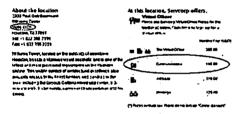
# Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 119 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S... http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

Revenues For the 90 Days Ended March 30, 2012	\$2,880
Undisclosed Shares in Float (Believed to be Promoter Shares)	20,000,000
Price paid for Undisclosed Free Trading Shares in Float	s.0038
Full Time Employees	1 - Charles Earl Grob, Jr. AKA <u>Chuck Grob</u> , Age: 31

#### **Corporate Offices**

Chimera Energy doesn't have a physical corporate office. Instead they lease a virtual office from <u>ServCorp for \$200 a month</u> electing to use their address forwarding and virtual phone number plan. We are puzzled as to why the perpetrators of this scam didn't elect to choose the \$305 a month plan which included access to a conference room. Surely even promoters could make use of a physical conference room.



#### The Business

The most effective exercise in demonstrating to readers that CHMR is a scam is to review its chronology from inception to now through the perspective of Charles E. Grob Jr. the 31 year old who is the only named employee in the company, as well as through the role of the unnamed Houston promoter that owns the 20,000,000 free trading shares purchased for \$.0038.

#### Charles Earl Grob Jr.

	Incorporates a company in Nevada named Chimera Energy by issuing to himself 10,000,000 shares @ \$.0001 per share for a total investment of just \$10,000.
August 22, 2011	Borrows \$100,000 @ 15% interest from Kylemore, Corp. an offshore company incorporated in the Marshall Islands.
September 1, 2011	Rents a Virtual Office in Houston for \$200 a month
October 10, 2011	Pays a total of \$10,950 to become publicly traded (\$1,500 transfer agent, \$4,000 auditor, \$5,000 legal) through form S-1

EXHIBIT

December 21, 2011	Receives approval for his S1 from the SEC
	Sells 5,000,000 free trading shares relying on the S-1 filed with the SEC to "third parties" @ \$.015 per share.

# Here the roles split...

Charles Earl Grob Jr.	Unnamed Houston Promoter
March 1, 2012 - As the sole CEO/COO/CFO and Director, awards himself a salary of \$2,500 a month.	April 2012 - Sets up a cloud server hosting account with Rackspace in San Antonio Texas. This account will be used to host the websites and promotional referral sites used in the scams CHMR and NVMN.
June 26, 2012 - Effectuates a 4:1 Forward Split lowering his average cost to \$.00025 and that of the 20,000,000 free trading float shares owned by the unnamed Houston promoter to \$.0038.	May 2012 - Hires an Indian web design company to build the websites: chimeraenergyusa.com, nova-mining.com, zerowaterfracking.com, foxmarketreport.com,
July 26, 2012 - Licenses a technology from a Chinese company nobody has ever heard of for \$5,000 a month in a 4 page contract with no mention of any patent numbers or description of the technology.	June 2012 - Produces a 2:29 minute long promotional video full of sound bites and generalities relating hydraulic fracturing. Aside from conjecture relating to the conceptualization of the licensed technology no tangible evidence is provided to as to the history, effectiveness or existence of this potentially world-changing service.
July 30, 2012 - Puts out a sensational press release touting a technology licensed less than 90 hours prior as a "breakthrough" that will replace an industry standard drilling technique employed by multi-billion dollar energy companies for nearly a decade.	July 2012 - Sets up and funds a Google AdWords account as well as accounts with other online PPC (pay per click) companies. Sets up and funds an account with the Wall Street Journal online network for display ads that will run on: WSJ.com, Barrons.com, and MarketWatch.com. Initiates the distribution of the ads coinciding with the first press release issued by Charles Earl Gorb Jr. on July 30, 2012.
From August 1, 2012 - August 10, 2012 puts out 6 press releases in 8 trading days discussing everything from how the recent drought makes his technology even more attractive to how he plans on attending a conference anybody with \$475 can attend while making sure to cram as many multi-national stock symbols into the press releases like (HAL) (SLB) (ECA) and (CLR) so that naïve investors browsing	July 30-Present - A blitzkrieg of display and text ads is ultimately successful in duping retail investors into purchasing CHMR shares directly from the promoter. During this period the promoter liquidates some of the 20,000,000 shares that were purchased for \$.0038 at a minimum price of \$1.00 and as high as \$2.00. From July 30th until August 10th over 5,288,000 shares of CHMR trade hands at an average price of \$1.55 for \$8,218,000

**EXHIBIT** 

### Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 121 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

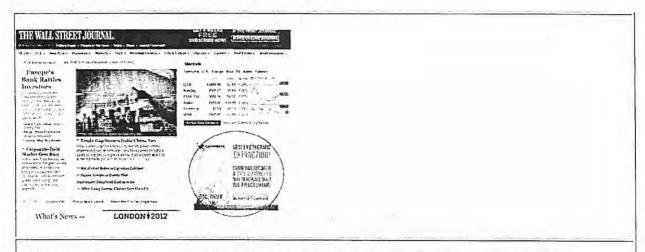
http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

those company's financial news feeds might accidentally see these releases and be duped into investing their hard-earned savings.

worth of dollar volume.

Unfortunately the perpetrators of this scam have thus far rung the register to the **tune of over \$8,000,000**. That money has come from the brokerage accounts of hard-working U.S. investors that were most probably new to the world of investing or were gullible enough to believe that CHMR was a legitimate enterprise. As we explained in the opening section of the report it is not entirely their fault as the path which led them to CHMR was one they instinctively trust.

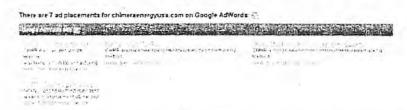
#### Wall Street Journal Advertisement for Chimera Energy:



Even the most astute investors could fall for such an ad believing that the Wall Street Journal with its impeccable reputation would at minimum scrub their advertising clients before allowing an ad on their website. There is no doubt in our minds that Rupert Murdoch would have put an end to this immediately had he known his most prized possession is being used as a tool to dupe investors. Investors that are outraged should email their complaints to: wsj.ltrs@wsj.com

#### The Google Adwords Promotion

The WSJ network display ads were only a small component of the CHMR promotion. The real heavy lifting was done through the Google Adwords platform. Here the unnamed Houston promoter was able to leverage Google's search engine to target keywords that would deliver the most relevant investors to his doorstep. Using SEO profiler we were able to identify 7 different text ads used by the promoter:



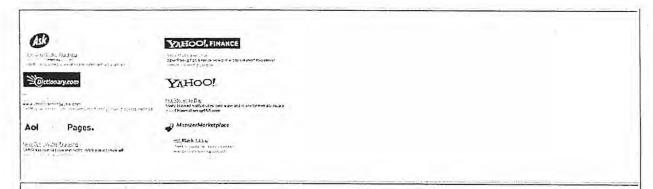
These ads were displayed whenever a variety of keywords were typed by unsuspecting googlers. While it is nearly impossible to know exactly what keywords were used with SEO profiler we found at least 7:

# Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 122 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S... http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

	website chuneraenergyuse co						
Lane Co		The second second	T	and the same	17		
	# = 14 (C.S.	202	36	965,107,07	100.00	2	CIT
•	Tax to the district	12.86	7.1	27 (102/10)	1804,027		
	Patrick Class	171	16.	519.00	2 fetz 97 i.		-
	he weekly her	ther	99	17, 21, 2, 54	y 800 TAFA	-	CIL
16,	(Can - Vy Errica)	201	14	10 m	ang jing		

The keyword selection should make any reader feel sick to their stomach. Picture a retiree searching for "fixed interest savings" in this low yield environment only to be matched with an advertisement for Chimera Energy. The retiree then proceeds to invest his/her savings by purchasing shares of CHMR at \$1.55 only to find the shares worthless several months later. As we mentioned in the opener this is simply wrong and Google has to put an end to it. They can no longer sit by while investors are being delivered to promoters like sheep's to the slaughterhouse. Quality control must be employed before allowing anyone to target investment related traffic. We recommend a simple rule requiring a firm to be registered with the SEC as an investment advisory in order to recommend a security for purchase.



While the majority of the PPC campaign was carried out via Google Adwords other websites like Yahoo (YHOO) and Ask.com were also used by the promoters. These companies need to beef up their quality control as well and refuse this type of business. In this screenshot we see text ads that were displayed on other leading websites. These ads are still being displayed as of 8/13/2012.

#### The Smoking Gun

The smoking gun was discovered when we traced the IP Address of the server used to host the website for Chimera Energy. Basically all web servers (which are nothing but computers running software to serve web pages) are assigned unique IP addresses on the Internet. If a web server is hosting a website, the IP address of that site will be the same as that of the server. And if multiple domains are hosted on that web server they will all have the same IP address which will again be the same as that of the web server.

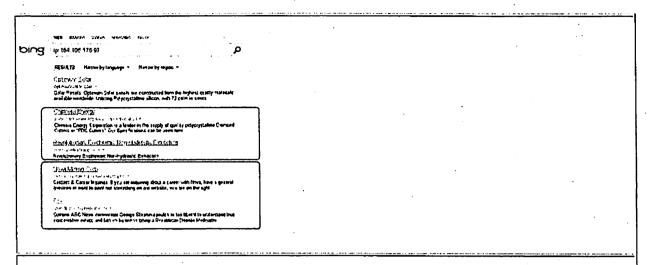
Finging chinerocourgymen.com [134.186.176.22] with 32 bytes of data;	
Reglu from 184 186 176 97: hytes 72 time 17m; 111.50 Reglu from 184 186 176 97: hytes 72 time 184 111.50 Reglu from 184 186 176 97: hytes 72 time 184 111.50 Reglu from 184 186 176 197 hytes 72 time 187 111.50	
Ping statistics for 194:186.176.77: Pockets: Sent - 4, Ruseived 4. Lost - 8 (Nt 1857). Approximato round tip times in milli-reconds: Affinen - 21mc, Maximum - 41mc, Average - 35me	

Using CMD, we pinged the chimeraenergyusa.com website and found that the IP Address of the web server was: 184.106.176.97

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

Next we used Bing to do an IP Search. The results are the websites being hosted on the same web server as the IP address being entered:



A Coincidence? We think not. There are only 5 websites being hosted on this web server which indicate that it's an exclusive server as opposed to a shared server with many independent sites. But this one server hosts the sites of two publicly traded OTCBB companies: NVMN and CHMR, which are both run out of virtual offices in Texas, started trading at or around the same time, and have had the same type of display and keyword ads being plastered all over the internet.

As far as we are concerned the nail in the coffin in terms of connecting the promoters to the companies is the fact that <u>foxmarketreport.com</u> and <u>zerowaterfracking.com</u> are both hosted on the same servers as <u>nova-mining.com</u> and <u>chimeraenergyusa.com</u>. Fox Market Report is a fake investment report website meant to appear as though it's related to the Fox News Network. ZeroWaterFracking is a site used to refer investors to Chimera Energy's main site. These sites act as conduits and refer even more traffic to each respective company leading to more conversions (investors being duped into buying shares). The promoters use these sites to monopolize the available space on the Google Adwords system as one site can only take one spot. Two sites bidding the highest price will take the top two spots. Two simultaneous scams with two referral sites will take up 4 spots meaning that every conversion results in a sale of worthless shares at artificial prices.

#### Conclusion

We urge investors to stay away from both CHMR and NVMN as they both have no tangible value and are simply publicly traded tools being employed by unscrupulous promoters to sell shares to the unsuspecting investor. In the first part of this report we covered CHMR. In part 2 we will cover NVMN as well as unveil more data relating to the man behind these two scams. In full disclosure we are short shares of CHMR and NVMN but stress that the amount of shares is insignificant as a percentage of our assets. We write these exhaustive reports in an effort to educate investors and prevent them from falling into these traps. With this report we also hope to see policy changes implemented at Google, News Corp, Yahoo, and AOL, companies we greatly admire that simply do not understand the extent they are being used as pawns in these schemes.

"Men, it has been well said, think in herds; it will be seen that they go mad in herds, while they only recover their senses slowly, and one by one. - Charles Mackay, 1841"

Disclosure: We are short shares of CHMR and NVMN

This article was sent to 65 people who get email alerts on CHMR.OB. Get email alerts on CHMR.OB »

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S... http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

# ्राष्ट्र. More articles by <u>Infitialis »</u>

- ZERO's Current Scheme Is Nearly Identical To The Program That Led To An SEC Halt And Fraud Charges In 2001 Tue, Sep 25
- A \$400 Million Company Run By A CEO With Undisclosed Criminal Convictions Fri, Sep 21
- Mellanox Bubble To Burst With Intel Foray Possibly Threatening Existence Tue, Sep 4
- Chimera Energy Part II: Pemex Denies Contract As Fabrications And Lies Continue Deceiving Investors Mon, Aug 27
- Share this article

Short URL: seekingalpha.com/article

Share: Like 51

#### Comments (37)

Register or Login to rate comments »

#### <u>User 282002 Comment (1)</u>

I am glad you put this out today. I believe I saw this symbol on the CNBC website and also on vahoo finance. I was researching CHMR to see what it was about and if it would be a good investment. I am thankful I did not loose my money and feel sorry for the ones who already have. I feel our government has allowed this to go on knowing that people who cannot really afford to loose their money are the one's who are getting hurt by scams like this. We are loosing investors to legitimate companies by letting them get taken by the deceitful people All while our government seems to do nothing to stop them. Goes to show if you invest in a company do your due diligence before turning loose your hard earned money. 15 Aug, 10:08 AMReplyLike0



alpha zeta Comments (86)

**Awaiting Part 2** 15 Aug, 10:11 AMReplyLike0

#### OneMist8k Comment (1)

Wow. I clicked through an ad for Chimera that appeared in Forbes magazine. It looked good and my research led to this seekingAlpha article. THANK YOU - THANK YOU. 15 Aug, 10:37 AMReplyLike0



#### Tom Tuo Comments (8)

Chimera is clearly a fraud. You are doing the world a service by posting this well researched article. You are right, Google needs to take responsibility and do some basic vetting here. Legitimate companies don't

**EXHIBIT** 

# Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 125 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

promote themselves in this fashion, it shouldn't be hard for this to raise red flags at Google. 15 Aug. 12:23 PMReplyLike2

#### Nye-EveOne Comment (1)

Although I had suspicions about NVMN I foolishly purchased 5000 shares at \$3.25. I hope the parties responsible for these scams get to sample prison food.

15 Aug, 12:37 PMReplyLike0



#### jdm12313 Comments (3)

Your work is very commendable and appreciated. Like others I saw the ad on CNBC as well and I am shocked they would ok the use of their site to this type of advertising.

15 Aug, 01:33 PMReplyLike1

#### elys Comments (3)

I read the Yahoo article, then called the company..."Mr. Grob stepped out for a while."

Now, will the SEC take this person to court? Will our money be refunded, as this is out-and-out fraud?

The SEC ought to hammer this into Grob's head and pocketbook! 15 Aug, 02:15 PMReplyLike0

#### Bald Won Comments (2)

I have a question for the contributor of this article. You say you are currently short shares of these two stocks. When you make a killing on your short in the coming weeks (and you will), aren't you profiting from the "bilking" of the investors you say you are trying to protect?

Just asking. 15 Aug, 02:21 PMReplyLike0

المحبد

activestocktrader10 Comments (9)

Bald Won,

I will be honest to say that as a shorter of many of this stocks, there are a tiny amount of shares to be borrowed... I mean tiny. So per person you may be able to short several thousand shares. I think this person whoever it is, is doing this more to protect others because 1000 to 3000 shares is not alone worth it to take all this time and do this type of research. This research must take hours upon hours! Another point to be made, is that the borrows on these stocks have certain restriction on days as well so its not like shorting a company such as GOOGLE where you can hold it for more than a week easily... This person deserves to make the money that he will most likely make because just in these comments we witnessed at

**EXHIBIT** 

# Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 126 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

least 4 people who were thinking about buying and then after seeing this article changed their mind. That saved their hard earned money from being lost. Last point, all of these pumps and dumps go to 0 its just a matter of time. So putting this article simply helps both protect the retail investor and gives a chance for the SEC to see the truth about the scams! People are always knocking down shorts and it is really ashame because there are two sides to the market and without shorting we would not have knowledge about scams. Take David Einhorn he always gets bad press for the shorting but yet the people that listen end up saving their money. Anyways, Bald Won I think you get my point and sorry for being so passionate:) but to the author... I appreciate what you are doing and I hope you continue doing your great DD!

15 Aug, 03:18 PMReplyLike0

#### glenntenn Comment (1)

I bought nearly 20,000 shares of Nova Mining due to the fraudulent postings about the Lithium market. Bought between \$1.20 and \$1.70 and closed out at between .77 and .84 today. Lesson learned 15 Aug, 05:52 PMReplyLike0

#### thepetrosfamily@yahoo.com Comment (1)

Great investigative work. Thank yo for warning investors about this fraudulent "investment". I admire your thorough research. Just crossing my fingers that more people read this before they buy any CHMR or NVMN.

Thank you!!

15 Aug. 09:45 PMReplyLike1

#### INVESTigator | Comment (1)

Great service to your readers. Hope this can get distributed far and wide. I was watching NOVA and the press releases looked too good to be true - My thoughts-- "pump and dump". I have been had by these in my earlier trading days and this could save many from learning the hard way. . . thanks much. 15 Aug, 09:57 PMReplyLike0

#### activestocktrader10 Comments (9)

Everyone look at this link as I created a page filled with many of the snapshots of the ads that try to convince the retail investor to buy the worthless shares of CHMR. http://bit.ly/NHOu7x

Thanks,

activestocktrader10 16 Aug, 12:27 PMReplyLike1

elys Comments (3)

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

Well done on your web page! I found another big place the CHMR ad was run...gsn.com...a gaming place for probably the young, and their money.

Well done!

19 Aug, 09:32 AMReplyLike0



#### asclepius8 Comments (164)

Anyone who looked into Chimera for 20 minutes and could not see plenty of red flags should not be playing with real money. Your radar is broken.

The SEC is a disgrace. How could they allow them to go public in the first place? Case in point: the bar for a successful S1 filing approval is very low.

16 Aug, 01:39 PMReplyLike0

#### Mysur Comment (1)

If you look at the volume of transactions on Aug 15th the day the article was posted its approximately 1.1M which is approximately 10 times the normal amount. This implies that converse to what one of the previous readers has assumed the short sale is not in a few thousands but many times over.

Its common knowledge that Lithium is in short supply, demand is high and prices are raising. The article ignores the contracts that Nova has signed for supply and mining of Lithium. Its true that their cash on hand is approximately only \$26000, but the lithium deposits have been evaluated to be woth about 1.3 billion at today's Lithium price. This may be something to consider before dumping the stock.

16 Aug, 02:36 PMReplyLike0



#### activestocktrader10 Comments (9)

In response to your terrible insertion, I find it interesting you and bald won have both a history of one comment which happens to be on the ONLY article exposing the truth behind CHMR and NVMN.

In regards to the activity you should go to this page <a href="http://bit.ly/PtCJzM">http://bit.ly/PtCJzM</a> and learn that when the promoters and insiders who hyped the stock dump their shares the stock crashes. In this scenario the article allowed people who saw it to get out of the shares they had, protect the money they would of lost (60% more) had they still kept their shares, keep other investors from buying it, and minimize the profit which the people behind the scheme will make.

Lastly, before pumping the stock you should consider that anybody can evaluate something for money. But as of date, I have never seen a good company as your portraying NVMN to be have a 1.3B deposit and yet happen to have the same ip address of 3 other sites, two of which are promoting the stock, the other for another company which HAPPENED to have the same activity as NVMN around the same time. 17 Aug, 10:47 AMReplyLike0

#### boston8b Comments (124)

You gotta be kidding. Or long the stock and hope to hype it for a few more pennies before you agonizingly

**EXHIBIT** 

SEC-LoevD-E-0002761

### Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 128 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S...

http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

get out. Don't wait-- get out now if you are long. 18 Aug, 09:03 AMReplyLike0

#### Redstock Comment (1)

WHERE IS PART TWO? WHO IS NOT DOING THE JOB OF OVERSEEING AND GIVING THE POWER TO PUT TO PRINT ON THE INTERNET, MAGAZINES, NEWS, AND ANY OTHER WAY OF ADVERTIZING TO DECEIVE THE INVESTOR. AND I WONDER WHY PEOPLE DON'T INVEST!! IT IS LIKE GIVING MONEY TO THE DEVIL.

16 Aug, 03:53 PMReplyLike0

#### Bald Won Comments (2)

activestocktrader10,

I'm hurt. I never really thought of myself as a "one-hit wonder". All that aside... everybody should now realize trading in these two stocks is an exercise in "bigger fool". If you are short, stay short (and congratulations). If you are long, RUN for the exits. There is no future here and do not wait for someone else to perform the due diligence. As a wise songwriter once pined.... "Nothing from nothing leaves nothing". Good luck, all.

17 Aug, 04:59 PMReplyLike0

Guest

Add Your Comment:

CHECK SPELLING

Publish



Infitialis
Articles
(5)

• Comments (1)

· Profile

268 Followers 4 Following Follow Send Message

#### CHMR.OB vs. ETF alternatives

CLIMIT.OD	A2' TY	ancina	LIVUS	
ETFs	Today	3 Mths	1 Yr	YTD
CHMR.OB	0%	0%	0%	0%
EES	-0.4%	9.2%	24.7%	14.2%
RWJ	-0.4%	12.7%	29.0%	16.1%
PRFZ	-0.5%	9.7%	23.6%	15.5%
UWM	-0.8%	18.1%	45.7%	31.7%
SLY	-0.9%	9.1%	26.1%	14.2%
XLI	-1.1%	5.5%	18.5%	10.4%
IPN	-1.1%	9.0%	8.1%	9.6%

ETF Alternatives

sponsored by

About this article

This article was sent to:

- 65 people who get CHMR.OB real-time alerts
- 174,150 people who get Investing Ideas daily

### Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 130 of 157

Pay Per Click Ads Help This Houston Promoter Run 2 Simultaneous S... http://seekingalpha.com/article/808601-pay-per-click-ads-help-this-ho...

#### This article is tagged:

#### Investing Ideas, Short Ideas, Industrial Goods, Diversified Machinery, United States

- Problem with this article? Please tell us
- Disagree with this article? Submit your own

#### Articles that link to this one

1. Chimera Energy Part II: Pemex Denies Contract As Fabrications And Lies Continue Deceiving Investors by Infitialis

#### Investing Ideas more »

- 1. Exxon Mobil: Bakken Acquisition Analysis by Richard Zeits
- 2. Vical: Bulls Vs. Bears by Theodore Cohen
- 3. General Motors: How To Bash GM A Primer by Alpine Analytics
- 4. Reckitt's Decision Opens The Door For Titan Pharma And BioDelivery Sciences by Jason Napodano
- 5. Why Haven't Amazon Shares Collapsed? Because Jeff Bezos Is The Next Elon Musk, Not The Next Steve Jobs by Helix Investment Management

#### Dividends & Income more »

- 1. Are We Driving Bond Bulls Over A Fiscal Cliff? by John Overstreet
- 2. How Savvy Seniors Beat Hedge Funds by Steven Bavaria
- 3. Wealth Creators: Why Risk Buying Anything Else? Part One by Paul Price
- 4. My Mad Method: At What Price Should I Buy? by J.D. Welch
- 5. Wealth Creators: Why Risk Buying Anything Else? Part Two by Paul Price

#### ETFs & Portfolio Strategy more »

- 1. 3 Questions For Alternative Investments by Elliott Orsillo, CFA
- 2. How To Build A Black Swan Hyperinflation Portfolio by CommodityHQ
- 3. The Contrarian Case For Small Caps by Lou Basenese
- 4. The Hedgehog's Error: Time To Buy European Stocks? by Morningstar
- 5. Seeking Stability In An Unstable World by Greg Crowell

#### Macro View more »

- 1. Where Has The QE Rally Gone? by Eric Parnell
- 2. Community Banking In Period Of Rapid Consolidation by John Slater
- 3. Underlying Disaster In Europe Accelerating: Spain's Finances Collapsing by James A. Kostohryz
- 4. Good News, For Now by The Inflation Trader
- 5. Wall Street Breakfast: Must-Know News by Wall Street Breakfast

TOP AUTHORS: The Opinion Leaders

TOP USERS: StockTalkers | Instabloggers

RSS Feeds | Contact Us | About Us | Premium Program

Terms of Use | Privacy | Xignite quote data | Copyright © 2012

Like 2.2k

Follow @SeekingAlpha

# Appendix Exhibit CCCC

#### MASTER CREDIT AGREEMENT

#### -BETWEEN-

#### INFINITE FUNDING INC, AS LENDER,

#### -AND-

#### CHIMERA ENERGY CORP., AS BORROWER

This MASTER CREDIT AGREEMENT ("Agreement") is entered into between INFINITE FUNDING INC as Lender ("Lender") and CHIMERA ENERGY CORP. as Borrower ("Borrower") as of August 15, 2012. The above entities may be collectively referred to as the "Parties", and if referring to only one of the above entities, a "Party."

#### **RECITALS**

WHEREAS, Borrower desires to borrow certain monies from time to time pursuant to this Agreement in order to fund its business activities;

WHEREAS, Lender is willing to lend monies to Borrower pursuant to this Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

#### 1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions. As used in this Agreement, the following terms shall have the following definitions:

"Advance" means a disbursement of monies pursuant to this Agreement.

"Affiliate" means, with respect to any Person, any Person that owns or controls directly or indirectly such Person, any Person that controls or is controlled by or is under common control with such Person, and each of such Person's senior executive officers, directors, and partners.

"Borrowing Certificate" means a request for an Advance substantially in the form set forth as Exhibit A hereto.

"Business Day" means any day that is not a Saturday, Sunday, federal holiday or Texas state holiday.

"Debt" means all Indebtedness incurred pursuant to the Loan Documents.

"Evidence of Indebtedness" means a compilation of all Advances disbursed to Borrower pursuant to this Agreement during the Borrower's last fiscal quarter, substantially in the form set forth as Exhibit B hereto.

"GAAP" means generally accepted accounting principles as in effect from time to time.

"Indebtedness" means any amount outstanding under this Agreement.

"Lending Facility" means the facility under which Borrower may request Lender to fund Advances to Borrower, as specified in Section 2.1 hereof.

"Loan Documents" means, collectively, this Agreement, any Borrowing Certificate, Evidence of Indebtedness, and any other agreement entered into between Borrower and Lender in connection with this Agreement, all as amended or extended from time to time.

"Material Adverse Effect" means a material adverse effect on (i) the business operations or condition of Borrower and its Subsidiaries taken as a whole, (ii) the ability of Borrower to repay the Debt or otherwise perform its obligations under the Loan Documents, or (iii) the validity or enforceability of the Loan Documents,.

"Maturity Date" means the date of maturity of the Advances disbursed pursuant to this Agreement, which shall be one (1) year from the date of the Evidence of Indebtedness evidencing such Advance(s).

"Permitted Indebtedness" means:

- (a) any Indebtedness arising under this Agreement or any other Loan Document;
- (b) indebtedness pursuant to the Borrower's bylaws or in indemnification agreements, to indemnify officers, directors and employees of the Borrower;
- (c) other indebtedness for borrowed money not in excess of \$1,500,000 in any fiscal year;
- (d) general trade debt or accounts payable to non-Affiliate creditors incurred in the ordinary course of business, not in excess of \$1,000,000 in any fiscal year;

(e) any other indebtedness for borrowed money permitted by Lender.

"Person" means any individual, sole proprietorship, limited liability company, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or governmental agency.

"Responsible Officer" means each of the Chief Executive Officer and Chief Financial Officer of Borrower.

"Shell Company" means, with respect to the Borrower, that the Borrower has no or nominal operations; and (i) either no or nominal assets; (ii) assets consisting solely of cash and cash equivalents; or (iii) assets consisting of any amount of cash and cash equivalents and nominal other assets.

"Subsidiary" means any corporation or partnership in which (i) any general partnership interest or (ii) more than 50% of the stock of which by the terms thereof ordinary voting power to elect the Board of Directors, managers or trustees of the entity shall, at the time as of which any determination is being made, be owned by Borrower, either directly or through an Affiliate.

"Termination Date" means the date of termination of this Agreement in accordance with Section 9.1.

1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP and all calculations made hereunder shall be made in accordance with GAAP. When used herein, the terms "financial statements" shall include the notes and schedules thereto.

#### 2. MANNER OF BORROWING AND TERMS OF ADVANCES

- 2.1 Amount of Lending Facility. Subject to the terms and conditions of this Agreement, Lender agrees to make Advances to Borrower in an amount not to exceed \$500,000 United States Dollars. This Lending Facility is not a revolving line of credit and monies borrowed hereunder cannot be borrowed, repaid, and reborrowed.
- 2.2 Manner of Borrowing. Until the Termination Date, Borrower may request Advances under the Lending Facility as follows:
  - (a) From time to time, Borrower may submit via personal delivery, electronic mail, or other commercially reasonable means, a Borrowing Certificate in substantially the form of Exhibit A hereto to Lender no later than 2:00 p.m. Central time, on such Business Day that falls 2 Business Days prior to the date that the Advance is to be made.

- (b) Once the Borrowing Certificate is received and Lender is satisfied as to the completeness of the same, Lender shall disburse the Advance to Borrower in accordance with the Borrowing Certificate.
- (c) On the last day of each fiscal quarter of Borrower, Lender may issue an Evidence of Indebtedness in the name of Borrower setting forth the Advances made to Borrower during such fiscal quarter (or in the case of the first Evidence of Indebtedness issued hereunder, all Advances made since the date of this Agreement).
- 2.3 Interest Rates, Payments, and Calculations.
- (a) Interest Rate. Except as specified to the contrary in any Loan Document, the Debt shall bear interest, on the amount outstanding, at a rate equal to twelve percent (12%) per year simple interest.
- (b) Default Rate. All Debt shall bear interest, from and after the occurrence of an Event of Default, at a rate equal to eighteen percent (18%) per year simple interest.
- (c) Term of Debt. Each Borrowing Certificate and the interest accrued thereon shall be due one (1) year after the date of the Evidence of Indebtedness.
- (d) Computation. All interest chargeable under the Loan Documents shall be computed on the basis of a three hundred sixty five (365) day year for the actual number of days elapsed.
- 2.4 Payments. Borrower shall make payments directly to Lender in accordance with the terms of each Borrowing Certificate. Upon request from the Borrower, Lender shall also provide records showing the date and amount of all payments received and the amount of the Debt.
- 2.5 Term. This Agreement shall become effective upon execution by all Parties and shall continue in full force and effect until the Termination Date.
- 2.6 Use of Proceeds. Borrower will use the proceeds of Advances for working capital in the execution of Borrower's business model.

#### 3. CONDITIONS OF ADVANCES

3.1 Conditions Precedent to Initial Advance. The obligation of Lender to make the initial Advance is subject to the condition precedent that Lender shall have received, in form and substance satisfactory to Lender, the following:

- (a) this Agreement and a Borrowing Certificate, each duly executed by Borrower; and
- (b) such other documents, and completion of such other matters, as Lender may deem reasonably necessary or appropriate.
- 3.2 Conditions Precedent to all Advances. The obligation of Lender to make each Advance, including the initial Advance, is further subject to the following conditions:
  - (a) receipt by Lender of a Borrowing Certificate as provided in Section 2.1;
  - (b) each representation and warranty contained in Section 5 shall be true and accurate in all material respects on and as of the date of such Borrowing Certificate and on the effective date of each Advance as though made at and as of each such date, and no Event of Default shall have occurred and be continuing, or would result from such Advance.

The making of each Advance shall be deemed to be a representation and warranty by Borrower on the date of such Advance as to the accuracy of the facts referred to in subsection (c) of this Section 3.2.

#### 4. REPRESENTATIONS AND WARRANTIES

Borrower represents, warrants and covenants as follows:

- 4.1 Due Organization and Qualification. Borrower and each Subsidiary is a corporation duly existing and in good standing under the laws of its state of incorporation and qualified and licensed to do business in, and is in good standing in, any state in which the conduct of its business or its ownership of property requires that it be so qualified.
- 4.2 Due Authorization; No Conflict. The execution, delivery, and performance of the Loan Documents are within Borrower's powers, have been duly authorized, and are not in conflict with nor constitute a breach of any provision contained in Borrower's certificate of incorporation or bylaws, nor will they constitute an event of default under any material agreement to which Borrower is a party or by which Borrower is bound. Borrower is not in default under any agreement to which it is a party or by which it is bound, which default could have a Material Adverse Effect.
- 4.3 Name; Location of Principal Executive Office. Borrower's correct legal name is as set forth on the signature page hereof. The principal executive office of Borrower is located at the address indicated in Section 10 hereof.

- 4.4 Litigation. Except as previously disclosed by borrower in its filings with the Securities and Exchange Commission ("SEC"), there are no actions or proceedings pending by or against Borrower or any Subsidiary before any court or administrative agency in which an adverse decision is reasonably likely to have a Material Adverse Effect. Borrower does not have knowledge of any such pending or threatened actions or proceedings.
- 4.5 No Material Adverse Change in Financial Statements. All financial statements related to Borrower that have been delivered by Borrower to Lender fairly present in all material respects Borrower's financial condition as of the date thereof and Borrower's results of operations for the period then ended. There has not been a material adverse change in the financial condition of Borrower since the date of the most recent of such financial statements submitted to Lender.
- 4.6 Government Consents. Borrower and each Subsidiary have obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all governmental authorities that are necessary for the continued operation of Borrower's business as currently conducted; except in each case where the failure of any of the foregoing to be true and correct could not reasonably be expected to have a Material Adverse Effect.
- 4.7 Full Disclosure. No representation, warranty or other statement made by Borrower in any certificate or written statement furnished to Lender contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading.

#### 5. AFFIRMATIVE COVENANTS

Borrower covenants and agrees that, until payment in full of the Debt, Borrower shall do all of the following:

- 5.1 Good Standing. Borrower shall maintain its and each of its Subsidiaries' corporate existence and good standing in its jurisdiction of incorporation and maintain qualification in each jurisdiction in which the failure to so qualify could have a Material Adverse Effect, provided that Borrower and each of its Subsidiaries shall at all times be permitted to merge with a Subsidiary (as long as Borrower remains the surviving entity) and acquire substantially all the assets of a Subsidiary, and the Borrower shall at all times be permitted to dissolve any inactive or dormant Subsidiaries.
- 5.2 Government Compliance. Borrower shall comply, and shall cause each Subsidiary to comply, with all statutes, laws, ordinances and government rules and regulations to which it is subject, noncompliance with which could have a Material Adverse Effect. Borrower shall maintain, and shall cause each of its Subsidiaries to maintain, to the extent consistent with prudent management of Borrower's business, in force all licenses, approvals and agreements, the loss of which could have a Material Adverse Effect.

- 5.3 Financial Statements and Reports. Borrower shall maintain a standard system of accounting in accordance with GAAP and (a) if Borrower has a class of securities registered with the SEC pursuant to the Securities Exchange Act of 1934 ("Exchange Act"), Borrower shall file with the SEC such periodic reports as are required by the Exchange Act, or (b) if Borrower does not have a class of securities registered with the SEC pursuant to the Exchange Act, Borrower shall post to the OTC Disclosure & News Service such filings as may be required by OTC Markets Group, Inc. (or any successor entity) for companies reporting under the OTC Pink current information tier (or a successor or substitute tier which provides information comparable to such tier, as determined by the Lender).
- 5.4 Taxes. Borrower shall make, and shall cause each Subsidiary to make, due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law, and will execute and deliver to Lender, on demand, appropriate certificates attesting to the payment or deposit thereof; and Borrower will make, and will cause each Subsidiary to make, timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including, but not limited to, the Federal Insurance Contributions Act, Federal Unemployment Tax Act (and any state counterparts), and local, state, and federal income taxes, and will, upon request, furnish Lender with proof satisfactory to Lender indicating that Borrower or a Subsidiary has made such payments or deposits; provided that Borrower or a Subsidiary need not make any payment if the amount or validity of such payment is contested in good faith by appropriate proceedings and is reserved against (to the extent required by GAAP) by Borrower.
- 5.5 Further Assurances. At any time and from time to time, Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Lender to effectuate the purposes of this Agreement.

#### 6. NEGATIVE COVENANTS

Borrower covenants and agrees that, until payment in full of the Debt, Borrower will not do any of the following, or enter into any agreement to do any of the following:

- 6.1 Dispositions. Convey, sell, lease, transfer or otherwise dispose of (collectively, a "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, other than (i) Transfers of inventory in the ordinary course of business, (ii) Transfers of assets in the ordinary course of business which have become worn out or obsolete or which are promptly being replaced, and (iii) other Transfers of assets outside the ordinary course of business in an aggregate amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) in any fiscal year.
  - 6.2 Shell Status. Become a Shell Company.

- 6.3 Debt. Create, incur, assume or be or remain liable with respect to any indebtedness, or permit any Subsidiary so to do, other than Permitted Indebtedness.
- 6.4 Distributions. Pay any dividends or make any other distribution or payment on account of or in redemption, retirement or purchase of any capital stock, or set apart any funds for the payment of dividends (other than dividends payable in shares of Borrower's stock) on any class of shares of Borrower's stock, or apply any of its funds, property or assets for, the purchase, redemption, or other retirement of, or make any other distribution, by reduction of capital or otherwise, in respect of any class of shares of Borrower's stock, or with respect to any other funds or assets, without the prior written consent of Lender.

#### 7. EVENTS OF DEFAULT

Any one or more of the following events shall constitute an Event of Default by Borrower under this Agreement:

- 7.1 Payment Delault. If Borrower fails to pay when due and payable, or when declared due and payable, any portion of the Debt (whether of principal or interest);
- 7.2 Material Adverse Effect. If there occurs an event that has a Material Adverse Effect:
- 7.3 Attachment. If all or any portion of Borrower's assets is attached, seized, subjected to a writ or distress warrant, or is levied upon, or comes into the possession of any trustee, receiver or person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within ten (10) days, or if Borrower is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any part of its business affairs, or if a judgment or other claim becomes a lien or encumbrance upon any portion of Borrower's assets, or if a notice of lien, levy, or assessment is filed of record with respect to any of Borrower's assets by the United States Government, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within ten (10) days after Borrower receives notice thereof;
- 7.4 Judgments. If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, the uninsured portion of which is at least Three Hundred Thousand Dollars (\$300,000) shall be rendered against Borrower and shall remain unsatisfied and unstayed for a period of ten (10) days; or
- 7.5 Misrepresentations. If any material misrepresentation or misstatement exists now or hereafter in any warranty or representation set forth herein or in any certificate delivered to Lender by any Responsible Officer pursuant to this Agreement or to induce Lender to enter into this Agreement or any other Loan Document.

#### 8. LENDER'S RIGHTS AND REMEDIES

- 8.1 Acceleration of Debt. Upon the occurrence and continuation of an Event of Default, Lender may, at its election, upon notice (except for an Event of Default specified under section 7.3, as to which no notice shall be required), declare the Debt, whether evidenced by this Agreement, by any of the other Loan Documents, or otherwise, immediately due and payable.
- 8.2 Remedies Cumulative. Lender's rights and remedies under this Agreement, the Loan Documents, and all other agreements shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided by law or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any Event of Default on Borrower's part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election, or acquiescence by it. No waiver by Lender shall be effective unless in writing signed by Lender.

#### 9. TERMINATION

- 9.1 Termination by Lender or Borrower. Either Lender or Borrower may terminate this Agreement at any time upon delivery of notice of the same to the other party in accordance with Section 10.
- 9.2 Effect of Termination. Upon delivery of notice of termination in accordance with Section 10, this Agreement shall terminate immediately. Notwithstanding any termination of this Agreement, all of the terms and provisions of this Agreement shall continue in full force and effect until all Debt has been paid and performed in full, and no termination shall impair any right or remedy of Lender, nor shall any such termination relieve Borrower of any obligation to any Lender until the Debt has been paid in full.

#### 10. NOTICES

Unless otherwise provided in this Agreement, all notices or demands by any Party relating to this Agreement or any other agreement entered into in connection herewith shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid, return receipt requested, as the case may be, at its addresses set forth below. Notice may also be given by electronic mail or other similar means at the electronic mail address set forth below for each Party provided that proof of delivery of such notice is obtained or such notice is actually received.

If to Borrower:

CHIMERA ENERGY CORP. 2800 Post Oak Blvd 41<sup>st</sup> Floor Houston Texas 77056 If to Lender:

INFINITE FUNDING INC 5847 San Felipe Street Suite 1700 Houston Texas 77057

Any Party may change the address at which it is to receive notices hereunder by providing notice in writing to the other Parties in the foregoing manner.

#### 11. CHOICE OF LAW AND VENUE.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to principles of conflicts of law.

#### 12. GENERAL PROVISIONS

- 12.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Borrower without Lender's prior written consent, which consent may be granted or withheld in Lender's sole discretion.
- 12.2 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.
- 12.3 Severability of Provisions; Headings. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision. Headings are set forth in this Agreement for convenience only.
- 12.4 Amendments in Writing. This Agreement cannot be changed or terminated orally. All prior agreements, understandings, representations, warranties, and negotiations between the parties hereto with respect to the subject matter of this Agreement, if any, are merged into this Agreement.
- 12.5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

LENDER:

INFINITE FUNDING INC

By:

Name: Andrew Farmer

Title: Chairman

**BORROWER:** 

CHIMERA ENERGY CORP.

By:

Name: Charles Grob

Title: CEO & Sole Director

#### **EXHIBIT A**

#### **BORROWING CERTIFICATE**

The undersigned hereby certifies as follows:

1, Charles Grob, am the duly appointed and acting CEO & Sole Director of CHIMERA ENERGY CORP.

This certificate is delivered pursuant to Section 2.1 of that certain Master Credit Agreement dated as of August 15, 2012 (the "Master Credit Agreement") among INFINITE FUNDING INC, as Lender and CHIMERA ENERGY CORP. as Borrower. The terms used in this Borrowing Certificate which are defined in the Master Credit Agreement have the same meaning herein as ascribed to them therein.

Borrower hereby requests an Advance in the amount of \$25,000. Borrower requests that the Advance be deposited as follows:

Account Name:

CHIMERA ENERGY CORP.

Bank Name:

Whitney Bank

Routing Number:

065000171

Account Number:

750613130

As of the date of this Borrowing Certificate, all representations and warranties of Borrower stated in the Master Credit Agreement are true, accurate and complete in all material respects.

IN WITNESS WHEREOF, this Borrowing Certificate is executed by the undersigned as of this 27<sup>th</sup> day of September 2012.

CHIMERA ENERGY CORP.

By:

Name: Charles Grob

Title: CEO & Sole Director

# Appendix Exhibit DDDD

Subject: Fwd: Pemex- Chimera Energy Corp

From: Thomas Massey (thomas.massey@yahoo.com)

To: apfarmer@yahoo.com;

Date: Monday, August 20, 2012 11:40 AM

Thomas Massey 409-658-1970 Cell

# Begin forwarded message:

From: Baldemar Rios <baldemar.rios@gmail.com>

Date: August 20, 2012 10:21:09 AM CDT

To: Thomas Massey <thomas.massey@yahoo.com>

**Subject: Pemex- Chimera Energy Corp** 

My Friend,

Here is the letter, I am waiting for the signature only.

I will call you,

Thanks,

BR

# Print Case 4:14-cv-02345 Document 55-11 Filed on 08/14/15 in TXSD Page 146 of 1571

Subject: Pemex- Chimera Energy Corp

From: Baldemar Rios (baldemar.rios@gmail.com)

To: thomas.massey@yahoo.com;

Date: Monday, August 20, 2012 10:21 AM

My Friend,

Here is the letter, I am waiting for the signature only.

I will call you,

Thanks,

BR

4/6/2013

FW-03772 APP. 000969 TM000246

# Appendix Exhibit EEEE

Subject: Fwd: Recording of Head of PEMEX IR Confirming No Contract Exists with CHMR

From: Andrew Farmer (andrew.farmer@iridiumcapitallimited.com)

To: thomas.massey@yahoo.com;

Date: Friday, August 24, 2012 1:00 PM

## Sent from my iPhone

# Begin forwarded message:

From: "David M. Loev" < dloev@loevlaw.com>
Date: August 24, 2012 12:01:56 PM CDT

To: "Tyson Rohde" <tysonrohde@hotmail.com>, "Andrew Farmer"

<andrew.farmer@iridiumcapitallimited.com>

Subject: FW: Recording of Head of PEMEX IR Confirming No Contract Exists with

**CHMR** 

David M. Loev

The Loev Law Firm, PC

6300 West Loop South

Suite 280

Bellaire, Texas 77401

(713) 524-4110 - phone

(713) 524-4122 - fax

(713) 920-9372 - efax

dloev@loevlaw.com

http://www.loevlaw.com

From: infitialis1 [mailto:infitialis1@gmail.com] Sent: Friday, August 24, 2012 11:43 AM

To: Infit Ialis

http://us-mg4.mail.yahoo.com/neo/launch?.rand=460pka2fnu2pp

4/6/2013

Subject: Recording of Head of PEMEX IR Confirming No Contract Exists with CHMR

Recording of Rolando Galindo head of IR for Pemex denying existence of Chimera Energy (CHMR) Contract:

# http://youtu.be/bTQdk0kX4rc

Thus far we have reached out to regulators, google, yahoo, and aol. Only WSJ removed the ads. We also reached out to Businesswire as they continue to allow this scam to issue fluff press releases on a daily basis.

Hopefully someone puts an end to this soon as we have been getting tons of emails from investors that have been harmed.

Follow Infitialis on Twitter:

https://twitter.com/Infitialis

# Appendix Exhibit FFFF

Subject: [FWD: Fw: MOU\_signed]

From: cgrob@chimeraenergyusa.com (cgrob@chimeraenergyusa.com)

To: andrew.farmer@iridiumcapitallimited.com;

Cc: thomas.massey@yahoo.com;

Date: Friday, August 24, 2012 1:43 PM

Charles Grob
Chimera Energy Corporation
President and CEO
2800 Post Oak Boulevard Ste 4100
Houston, TX 77056
Phone: (832) 390-2334

Fax: (832) 390-2350



----- Original Message ------Subject: Fw: MOU\_signed

From: Thomas Massey <thomas.massey@yahoo.com>

Date: Tue, August 07, 2012 9:09 pm

To: Grob Charles <cgrob@chimeraenergyusa.com>

# Thomas Massey 409-658-1970 cell

---- Forwarded Message -----

From: Baldemar Rios <br/>
Saldemar.rios@gmail.com><br/>
To: Thomas Massey <thomas.massey@yahoo.com>

Sent: Tuesday, August 7, 2012 8:24 PM

Subject: MOU\_signed

My friend,

Here is,

Thanks,

BR

http://us-mg4.mail.yahoo.com/neo/launch?.rand=460pka2fnu2pp

4/6/2013

# MEMORANDUM OF UNDERSTANDING AGREEMENT BETWEEN CHIMERA ENERGY USA AND PEMEX.

nis MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into as of this day of, 2012, by and between the following parties:
HIMERA ENERGY USA ("CEUSA"), a company based in Texas and represented herein by its duly thorized President, CHARLES GROB. "CEUSA" includes any designed affiliate subsidiary.
EMEX ("PEMEX") a company based in Mexico, represented herein by it duly authorized presentative,JOSE QUIROGA
EAMBLE:

Recognizing the mutual benefits to be gained through co-operative efforts and described activities the above described parties do hereby enter into this Memorandum of Understanding and agree to the following:

### **PURPOSE:**

The purpose of this memorandum is to facilitate and promote cooperation between PEMEX and CEUSA in a subsequent Agreement that will outline PEMEX's interest in utilizing CEUSAs revolutionary exothermic non-hydraulic extraction method throughout Latin America.

### **FURTHER AGREEMENTS**

This document is a Memorandum of Understanding and is not to create legal or binding obligations. The specific details will be set forth in an agreement supplemental to this Memorandum. The supplemental agreement will set out, and detail, the terms, and the responsibilities of each party in respect to the use of the exothermic non-hydraulic extraction method. This MOU may not be amended or modified otherwise than by written agreement executed by the parties hereto or their respective successors and legal representatives. This MOU will expire 180 days from the date set forth above if no definitive Agreement is executed.

## INITIAL OBLIGATION AGREEMENT

The parties agree to the following, which shall be included in the Agreement:

### PEMEX OBLIGATIONS:

PEMEX will provide a location for testing.

### **CEUSA OBLIGATIONS:**

- · CEUSA will provide equipment required for exothermic non-hydrolic extraction.
- · CEUSA will provide a third party analysis.
- CEUSA will provide documentation of testing results.



Page 1 of 2

## **CONSIDERATION:**

I, Agree

The parties acknowledge and agree that PEMEX shall engage CEUSA, as set out in a separate Compensation Agreement.

I, Agree Sul Date 8.07. 12
CHARLES GROB

JOSE QUIROGA
Subgerente Chicontepee, PEP Region Norte

Page 2 of 2

# Appendix Exhibit GGGG

To: David M. Loev[dloev@loevlaw.com]
Cc: 'Alyssa Vasquez'[alyssa@loevlaw.com]

From: Andrew Farmer

**Sent:** Tue 8/28/2012 7:10:14 PM

Importance: Normal

Subject: Re: Letter

CHMR - Shareholder Letter - 8.28.12.docx

Here you go.

Thanks,

**Andrew Farmer** 

# **Iridium Capital Limited**

(832) 364-6317

(832) 553-3080 Fax

(619) 247-2680 Cell

From: "David M. Loev" < dloev@loevlaw.com > Date: Tuesday, August 28, 2012 6:06 PM

To: Andrew Farmer <andrew.farmer@iridiumcapitallimited.com>

Subject: RE: Letter

I believe she wants to leave in about ten minutes, let's try to get it done.

David M. Loev

The Loev Law Firm, PC

6300 West Loop South

Suite 280

Bellaire, Texas 77401

(713) 524-4110 - phone

(713) 524-4122 - fax

(713) 920-9372 - efax

dloev@loevlaw.com

http://www.loevlaw.com

From: Andrew Farmer [mailto:andrew.farmer@iridiumcapitallimited.com]

**Sent:** Tuesday, August 28, 2012 6:04 PM

To: David M. Loev Subject: Re: Letter

Tell Alyssa we'll buy her lunch and flowers if she stays another little bit. I'll also gladly pay double the normal filing fee.

Sent from my iPhone

On Aug 28, 2012, at 5:59 PM, "David M. Loev" < dloev@loevlaw.com > wrote:

Close? If it will not be soon, let me know so I don't keep my assistant here. We can always edgarize and file early tomorrow morning.

David M. Loev

The Loev Law Firm, PC

6300 West Loop South

Suite 280

Bellaire, Texas 77401

(713) 524-4110 - phone

(713) 524-4122 - fax

(713) 920-9372 - efax

dloev@loevlaw.com

http://www.loevlaw.com

From: Andrew Farmer [mailto:andrew.farmer@iridiumcapitallimited.com]

Sent: Tuesday, August 28, 2012 5:43 PM

To: David M. Loev Subject: Letter

My Mac just crashed. I've got a few paragraphs to rebuild. Can you give me another 15 minutes?

Thanks,

**Andrew Farmer** 

**Iridium Capital Limited** 

(832) 364-6317

(832) 553-3080 Fax

(619) 247-2680 Cell

No virus found in this message. Checked by AVG - www.avg.com

Version: 2015.0.5856 / Virus Database: 4306/9322 - Release Date: 03/17/15